



**Australian Government**

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**Department of Immigration and Citizenship**

**serco**

**Detention Services Contract**

**Immigration Detention Centres**

***PUBLIC RELEASE VERSION***

*Text of this contract that is commercial-in-confidence or sensitive has been deleted*

**Commonwealth of Australia**

**represented by**

**Department of Immigration and Citizenship**

**Serco Australia Pty Limited (ABN 44 003 677 352)**



**Australian Government**

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**Department of Immigration and Citizenship**

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Immigration Detention Centres**

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**Commonwealth of Australia, acting through and represented by the  
Department of Immigration and Citizenship**

**Serco Australia Pty Limited (ABN 44 003 677 352)**

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7.	KEY PERSONNEL AND APPROVED SUBCONTRACTORS
8	DEPARTMENT ASSET REGISTER
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17. LOOSE ASSETS REGISTER
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## CONTRACT

### 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**)

### RECITALS

- A. Non-citizens who are unlawfully in Australia may be detained under the *Migration Act 1958* (Cth) in accordance with the following seven Immigration Detention Values:
1. Mandatory detention is an essential component of strong border control.
  2. To support the integrity of Australia's immigration program, three groups will be subject to mandatory detention:
    - a. all unauthorised arrivals, for management of health, identity and security risks to the community;
    - b. Unlawful Non-Citizens who present unacceptable risks to the community; and
    - c. Unlawful Non-Citizens who have repeatedly refused to comply with their visa conditions.
  3. Children, including juvenile foreign fishers and, where possible, their families, will not be detained in an Immigration Detention Centre.
  4. 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.
  5. Detention in Immigration Detention Centres is only to be used as a last resort and for the shortest practicable time.
  6. People in Detention will be treated fairly and reasonably within the law.
  7. Conditions of detention will ensure the inherent dignity of the human person.
- B. Since November 1997, the provision of detention services has been outsourced by the Department to private organisations.
- C. Having fully informed itself of all aspects of the work to be performed for the provision of the Services, the Service Provider submitted, in response to Request for Tender 07/23 issued by the Department on 24 May 2007, a proposal to provide the Services.



- D. The Department wishes to engage the Service Provider to provide the Services, and the Parties have agreed to enter into this Contract to set out their respective rights and obligations in relation to the Services.
- E. To implement the Immigration Detention Values, the Department operates the Detention Services Network, a network of facilities and forms of Immigration Detention. Over the last 3 years, the Department has extensively reviewed and reformed the Detention Services Network. During the Term, the Department and Service Provider will cooperate to continue this evolution of the Detention Services Network to reflect the changing needs and demographic profile of the People in Detention population and the evolving policy and legislative framework.

## OPERATIVE PROVISIONS

### PART 1 – ENGAGEMENT AND TERM

#### 1. ENGAGEMENT

##### 1.1 Engagement

The Department appoints the Service Provider, and the Service Provider accepts that appointment, to provide the Services during the Term, subject to the terms and conditions of the Contract.

#### 2. TERM

##### 2.1 Commencement

This Contract will commence on the Commencement Date and, subject to this Contract or Law, continue in force for the period of five years after the Commencement Date (**Initial Term**).

##### 2.2 Extensions to Term

- (a) The Department may, in its absolute discretion, extend this Contract by up to two additional periods of two years each from the applicable End Date (in each case the **Extended Term**) by providing no less than 90 days written notice to the Service Provider before the then End Date of any decision to extend this Contract.
- (b) The Detention Services Fee payable by the Department to the Service Provider during the Extended Term will be adjusted in accordance with this Contract and, in particular, **Schedule 5** (Detention Services Fee).
- (c) The Department is not obliged to extend this Contract or to enter any further agreement with the Service Provider on different provisions.

##### 2.3 Extension of the Term for Interim Periods

- (a) In addition to its rights under **clause 2.2**, the Department may in its absolute discretion extend the Term for periods of between three and six months (each an

**Interim Period**), provided that the aggregate of the Interim Periods must not exceed 11 months.

- (b) The Department will provide the Service Provider with, in the case of the first extension for an Interim Period, at least two months' written notice, and in the case of a subsequent extension for an Interim Period, at least one month's written notice.
- (c) The Detention Services Fee applicable during any extension pursuant to this **clause 2.3** will be calculated in accordance with this Contract and, in particular, **Schedule 5** (Detention Services Fee).

## **PART 2 – PROVISION OF THE SERVICES**

### **3. PROVISION OF THE SERVICES**

#### **3.1 Overview**

The Service Provider must provide the Services in accordance with the provisions of this Contract and, without limiting any other provisions of this Contract, the Service Provider must:

- (a) take full responsibility, subject to this Contract, for the management and control of the Facilities;
- (b) cooperate with the Department and other service providers to achieve delivery of the Services in accordance with the Immigration Detention Values;
- (c) provide the Services in a timely manner and in a manner which could reasonably be expected to protect the Department's interests;
- (d) ensure that the Services are:
  - (i) adequate to meet the requirements of the Department as expressed in this Contract; and
  - (ii) fit for their intended purpose;
- (e) exercise the standard of skill, care and diligence in the provision of the Services that would be expected of an expert provider of services similar to the Services;
- (f) meet or exceed the Indicator Metrics and Key Performance Indicators and any other standards expressed in this Contract or notified by the Department;
- (g) comply with the requirements of any models, plans, procedures, manuals and codes specified or referenced in this Contract; and
- (h) exercise good faith in the provision of the Services under this Contract.

### 3.2 The Department Relies on Service Provider's Expertise

Notwithstanding any other provision of this Contract, the Service Provider acknowledges that the Department is relying on the skill and expertise of the Service Provider.

### 3.3 Scope of Services

- (a) The scope of the Services is the Services as set out in the schedules to this Contract, including **Schedule 2** (Statement of Work), and may be increased or reduced in accordance with this Contract.
- (b) If incidental services or functions are required for the proper provision of the Services, they will be taken to be included in the scope of the Services and in the fees specified in **Schedule 5** (Detention Services Fees).
- (c) Except as specifically provided to the contrary in this Contract, the Service Provider must provide or have appropriate access to all resources, equipment, materials, spare parts, Consumables, inventory and every item necessary or desirable for it to perform and discharge its obligations under this Contract.
- (d) The Service Provider must ensure that each item in its inventory of resources, equipment, materials, spare parts, Consumables, inventory and other relevant items are at all times in a serviceable condition and fit for use.

### 3.4 Exclusivity of Service Provision

The Service Provider (and any Subcontractors appointed by the Service Provider in accordance with this Contract) will be the exclusive provider/s of Services to the Facilities except where:

- (a) the services are referred to in **clause 3.5**;
- (b) the Department determines, in its absolute discretion, that a Transport and Escort Service carries a level of risk or sensitivity that requires the Department to use an alternative means of transport and escort, or supplier, of such services;
- (c) the Service Provider is unable to or does not provide Additional Services when required by the Department in accordance with **clause 33**;
- (d) the obligation to perform any Service is suspended under **clause 55** as a Force Majeure Event;
- (e) the Department exercises a Step-in Right; or
- (f) a Default has occurred and the Service Provider has failed to provide the Services within the Cure Period specified in a Default Notice or such extended period as is agreed by the Department following submission of a Cure Plan, in accordance with **clause 66**.

### 3.5 Other contracts in the Immigration Detention Environment

The Service Provider acknowledges that:

- (a) the Department has entered into, or will enter into:
  - (i) a separate contract with the Health Services Manager for the provision of Health Services to People in Detention;
  - (ii) a separate contract with Christmas Island Maintenance Services for the provision of certain facilities management services to the Christmas Island Alternative Places of Detention;
  - (iii) a separate contract for the provision of services to People in Detention in Immigration Residential Housing and Immigration Transit Accommodation;
  - (iv) contracts for the delivery of various capital works from time to time; and
  - (v) Memoranda of Understanding with various government bodies for the provision of a range of services to the Facilities or to People in Detention; and
- (b) the services referred to in **clause 3.5(a)** are an exception to **clause 3.4**.

### 3.6 Compliance with Laws and Australian Government Policies

- (a) The Service Provider must comply with, and ensure that all Service Provider Personnel comply with, all Laws and Australian Government Policies of general application listed in **Schedule 16** (Legislation and Commonwealth Policies) or as notified to it by the Department from time to time.

### 3.7 Compliance with Department Specific Policies

- (a) The Service Provider must comply with, and ensure that all Service Provider Personnel comply with, all Department-specific policies listed in **Schedule 16** (Legislation and Commonwealth Policies) or as notified to it by the Department from time to time.

### 3.8 Changes to Department Specific Policies

- (a) The Department may give notice to the Service Provider of any change in a Department-specific Policy and the Service Provider must comply with that change (and ensure all Service Provider Personnel do the same) on and from the date of the Department's notice.
- (b) Prior to notifying the Service Provider of any change in a Department-specific Policy under **clause 3.8(a)**, the Department will endeavour to consult with the Service Provider and seek the Service Provider's views on the potential operational impact of the proposed change on the Service Provider's performance of this

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Contract. The Department will consider the Service Provider's view when finalising the terms of the change to the Department-specific Policy.

- (c) The Service Provider must use its best endeavours to incorporate into the Services, or the manner in which the Services are performed, the requirements of the amended Department-specific Policy without an increase in the Detention Services Fees.
- (d) Subject to **clause 3.8(c)**, if, on receiving notice of a change under **clause 3.8(a)**, the Service Provider considers that the change materially increases or decreases the cost to the Service Provider of providing the Services, the Service Provider must within 10 Business Days of receiving notice of the change provide to the Department a report (**Policy Change Impact Assessment Report**) which:
  - (i) demonstrates that the change to the Department-specific Policy cannot be accommodated within the existing Detention Services Fee;
  - (ii) considers the impact of the change to the Department-specific Policy on the scope of services, resource allocation, pricing and any other relevant factors;
  - (iii) sets out the likely increase or decrease in the Detention Services Fee;
  - (iv) includes evidence supporting its statements; and
  - (v) may suggest amendments to the Department-specific Policy for the Department's consideration.
- (e) If the Department is satisfied that the Policy Change Impact Assessment Report demonstrates that the requirements of the Department-specific Policy cannot be incorporated into the Services (or the manner in which the Services are performed) without having a material impact on the Detention Services Fee, the Department will:
  - (i) incorporate the Service Provider's suggested amendments or such other amendments as the Parties agree, to the Department-specific Policy; or
  - (ii) in accordance with **clause 36**, amend the Services Fee to account for the increase or decrease of the Detention Services Fee.
- (f) For the purposes of **clause 3.8** a "change" to Department-specific Policy includes the addition of a new detention policy, the removal of an existing policy, or any variation to the content of an existing policy referred to in **Schedule 16** (Legislation and Commonwealth Policies).

### **3.9 Compliance with Code of Conduct**

- (a) The Service Provider must comply with, and ensure that all Service Provider Personnel providing Services under this Contract comply with the Code of Conduct contained in **Schedule 4.2** (Governance Requirements).

- (b) The Department and the Service Provider may amend the Code of Conduct by mutual agreement in writing.

## 4. HEALTH, SAFETY AND THE ENVIRONMENT

### 4.1 Occupational Health and Safety

In providing the Services, the Service Provider must:

- (a) ensure that it and Service Provider Personnel at all times comply with all applicable Laws and Australian Standards relating to occupational health and safety;
- (b) manage all occupational health and safety issues at the Facilities;
- (c) take all reasonable safety precautions to prevent injury, illness or loss arising out of, or in relation to, the provision of the Services or the condition of the Facilities and must:
  - (i) comply with any reasonable safety directions given by the Department; and
  - (ii) provide a monthly report detailing any injury, illness, death or property damage and action taken to prevent recurrence or minimise impact;
- (d) actively and continually assess its current and planned activities and areas of responsibility, including the Facilities, for potential safety and occupational health risks and implement plans, practices and procedures to prevent actual or potential breaches of safety or damage, injury or illness of any kind;
- (e) ensure that it and, to the extent relevant, its Service Provider Personnel and Subcontractors involved in the provision of the Services, at all times hold and maintain any applicable occupational health and safety accreditation (including accreditation under the Australian Government Building and Construction OHS Accreditation Scheme), licence, permit, authorisation, scheme membership, professional or industry body membership or commitment to any code of conduct that is required or might reasonably be expected for a person performing any activity or service within the scope of this Contract;
- (f) perform its obligations in such a way as to ensure that the Department is not in breach, and is able to make full use of the Services for the purposes for which they are intended without being in breach, of any occupational health and safety requirement; and
- (g) promptly advise the Department of any actual, potential or suspected breach of any Departmental occupational health or safety policy described in **Schedule 16** (Legislation and Commonwealth Policies) or specified in **Schedule 2** (Statement of Work), and generally advise the Department of any matter, fact or circumstance that the Service Provider believes is or may not be adequately dealt with by the Department's occupational health and safety policies or procedures or their related training, awareness and compliance programmes.

## 4.2 Environmental Protection

In providing the Services, the Service Provider must:

- (a) comply with the environmental requirements in **Schedule 2** (Statement of Work) and the Environmental Management System for each Facility;
- (b) actively and continually assess its current and planned activities and areas of responsibility for potential environmental risks and implement plans, practices and procedures to prevent actual or potential damage to the environment;
- (c) ensure that it and, to the extent relevant, its Service Provider Personnel involved in the provision of the Services, at all times hold and maintain any applicable environmental accreditation, licence, permit, authorisation, scheme membership, professional or industry body membership or commitment to any code of conduct that is required or might reasonably be expected for a person performing any activity or service within the scope of this Contract;
- (d) perform its obligations in such a way as to ensure that the Department is able to make full use of the Services without being in breach of any environmental requirement described in **Schedule 16** (Legislation and Commonwealth Policies) and/or specified in **Schedule 2** (Statement of Work); and
- (e) promptly advise the Department of any actual, potential or suspected breach of the Department's environmental policy or procedures and generally advise the Department of any matter, fact or circumstance that the Service Provider believes is or may not be adequately dealt with by the Department's environmental policies or procedures or their related training, awareness and compliance programmes.

## 4.3 Responsibility for Environmental Issues

The Service Provider is not liable for any contamination or pollution at a Facility, except where that contamination or pollution is:

- (a) caused by the Service Provider or Service Provider Personnel;
- (b) brought to a Facility after the Commencement Date by sources other than the Service Provider or Service Provider Personnel and the Service Provider has been negligent or failed to comply with the Environmental Management System for the Facility; or
- (c) at a Facility prior to the Commencement Date, but from the Handover of the relevant Facility, the Service provider does not comply with the Environmental Management System upon becoming aware of the contamination or pollution.

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## PART 3 - TRANSITION IN ARRANGEMENTS

### 5. TRANSITION IN

#### 5.1 Transition In Plan

The Parties must work together cooperatively from the Commencement Date to enable each Party to fully meet their respective obligations on and from each Handover Date. The Service Provider must comply with its obligations in **Schedule 6** (Transition Requirements) and must cooperate with the Department and the Incumbent Service Provider for the purpose of facilitating the smooth transition of the provision of the Services to the Service Provider in accordance with **Schedule 6** (Transition Requirements).

#### 5.2 Transition In Obligations

The Service Provider must:

- (a) from the Commencement Date, commence performance of the Services described in **Schedule 6** (Transition Requirements);
- (b) meet all Milestones relevant to a particular Facility prior to the relevant Handover Date as required by **Schedule 6** (Transition Requirements);
- (c) from the relevant Handover Date or the date of receipt of the final relevant Certificate of Attainment in respect of a Facility (whichever is the later), assume full responsibility for the provision of the Services at the relevant Facility; and
- (d) within three months of the Handover Date for each Facility, complete the Acceptance Tests for the Facility.

#### 5.3 Transition In Committees

- (a) In order to facilitate the smooth transition of the provision of the Services to the Service Provider, the Parties have established the Transition Steering Committee.
- (b) The Service Provider will ensure that appropriate Service Provider Personnel (as specified in **Schedule 6** (Transition Requirements)) participate in meetings of the Transition Steering Committee (along with representatives of the Incumbent Service Provider and the Department) at the times and in the manner outlined in **Schedule 6** (Transition Requirements).

#### 5.4 Payment During Transition In Period

- (a) Subject to **clause 5.4(b)**, the Service Provider will be entitled to be paid a Transition In fee for each Facility up to the amount specified in **Schedule 5** (Detention Services Fee) for that Facility, which will be comprised of payments linked to Milestones as specified in the Transition In Plan.
- (b) With the exception of the first Milestone payment (as set out in **clause 15.1(b)** of **Schedule 5** (Detention Services Fee)), the Department is not liable to pay any part of the Detention Services Fee (including any milestone payment which forms part



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of the Transition In fee, or fees in respect of a Service Line at a Facility) unless and until a Certificate of Attainment in respect of the relevant Milestones has been issued in accordance with **Schedule 6** (Transition Requirements).

- (c) The Department must promptly issue a Certificate of Attainment in respect of a Milestone when the Department is satisfied, acting reasonably, that the Milestone has been completed in accordance with **Schedule 6** (Transition Requirements).

## **6. ACHIEVEMENT OF MILESTONES AND ACCEPTANCE TESTING**

### **6.1 Milestones**

The Department will review the Service Provider's achievement of the Milestones specified in **Schedule 6** (Transition Requirements) to establish whether the Service Provider is able to assume full responsibility for the provision of the Services (or a Service Line) in accordance with this Contract.

### **6.2 Successful Completion of Milestones**

Upon successful completion of each Milestone, the Department will issue a Certificate of Attainment in respect of that Milestone.

### **6.3 Failure to Achieve Milestones**

- (a) If the Milestones are not satisfactorily completed, the Service Provider must do all things necessary (at no cost to the Department) to rectify any problems and ensure satisfactory provision of the Services in accordance with this Contract.
- (b) If required by the Department, the Service Provider must re-submit any deliverables specified in **Schedule 6** (Transition Requirements) or participate in any further tests required by the Department to ensure the Service Provider is able to assume full responsibility for the provision of the Services (or a Service Line) in accordance with this Contract.

### **6.4 Acceptance Testing**

- (a) Within three months after the Handover Date for each Facility, the Department will conduct the Acceptance Tests specified in **Schedule 6** (Transition Requirements) for each Facility in order to determine whether the Service Provider will be able to meet the minimum performance requirement for each Detailed Indicator Metric following the expiry of the Base Period.
- (b) Upon successful completion of an Acceptance Test, the Department will issue an Acceptance Certificate.
- (c) If any of the Acceptance Tests are not successfully completed, the Department may require that the Service Provider take corrective action and, if necessary, repeat those Acceptance Tests.
- (d) Without limiting the Service Provider's obligations in this Contract, the Department may, in its absolute discretion, give a Contract Change Notice in accordance with

**clause 36** in order to address any deficiencies in service delivery identified by the Acceptance Tests.

- (e) Acceptance testing will not affect the measurement of the Detailed Indicator Metrics and adjustment of the Detention Services Fee in accordance with **clause 28, Schedule 4.1** (Performance Management Manual) and **Schedule 5** (Detention Services Fee) following expiry of the Base Period.

## 7. VERIFICATION

- (a) The Service Provider must in conjunction with the Department, during the Transition In Period, verify the existence, condition, and determine the value of the Loose Assets listed in **Schedule 17** (Loose Assets Register) including by conducting reasonable audits and inspections of the Loose Assets and reviewing any Material related to the Loose Assets.
- (b) The Service Provider must, prior to the end of the Transition In Period, deliver to the Department a detailed Verification Report setting out the details and results of the Loose Assets Register verification.
- (c) The Department may seek clarification and verification of any information, valuations or results in the Verification Report, either from the Service Provider or from any other person (including the Department Personnel).
- (d) Where the Parties agree that verification reveals an error in the Loose Assets Register, the Parties will correct the Loose Assets Register.
- (e) Nothing in this **clause 7** prevents the Service Provider from being required to fulfil its other obligations under this Contract.
- (f) Each Party will bear its own costs for activities under this **clause 7** and the Service Provider will not be entitled to any adjustment in the Detention Services Fee.

## 8. AGREEMENTS

### 8.1 Existing and New Agreements

The Service Provider is responsible for organising and securing the novation of any existing agreements, and entry into any new agreements, required by it for the provision of the Services to the Department.

### 8.2 Authorisations

- (a) The Service Provider must obtain all Authorisations as may be necessary to assist the Service Provider to complete its obligations in the Transition In Period and perform the Services. Unless the Department agrees otherwise in writing, the Service Provider must, at its expense, pay any fees (eg transfer or upgrade fees that may be required to obtain an Authorisation) and any other costs and charges associated with the performance of its obligations under this **clause 8**.

- (b) The Department will co-operate in good faith with the Service Provider in respect of the obtaining and maintaining of Authorisations and provide such assistance as is reasonably requested by the Service Provider in this regard.

### **8.3 Problems in Novating Existing Agreements, Obtaining New Agreements or Authorisations**

The Service Provider must notify the Department immediately of any problems it has in complying with this **clause 8** and provide evidence to the Department of the satisfaction of the Service Provider's obligations under this **clause 8** at least seven days before a relevant Handover Date, or, if an Authorisation is not required prior to the Handover Date, within seven days of the problem coming to the attention of the Service Provider.

### **8.4 No Transfer of Department Personnel**

No Department Personnel are transferred to the Service Provider under or in relation to this Contract.

### **8.5 Indemnity**

The Service Provider indemnifies the Department against any liability the Department may incur as a result of the failure to obtain any Authorisations or agreements envisaged in this **clause 8**.

### **8.6 No Reduction in Standard of Service**

The Service Provider must ensure that its access to any third party agreements which also benefit the Department does not in any way reduce or affect the standard of services provided under those agreements to the Department.

## **9. LIQUIDATED DAMAGES**

### **9.1 General**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

### **9.2 Application of Liquidated Damages**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

## **PART 4 - IMMIGRATION DETENTION VALUES**

### **10. OBJECTIVES**

#### **10.1 Primary Objectives**

- (a) The primary objectives of this Contract are to:

- (i) enhance the well-being of People in Detention by implementing the Immigration Detention Values;
  - (ii) continuously improve the quality, effectiveness and efficiency of the Services and promote cultural alignment between the Department and the Service Provider through the implementation of the Immigration Detention Values;
  - (iii) enhance the management and operation of Facilities through cooperation between the Department, the Service Provider and other Stakeholders; and
  - (iv) enable the Department to receive best value for money for the provision of the Services (collectively **Objectives**).
- (b) This **clause 10** is intended to describe the intention of the Parties in entering into this Contract. It is not intended to alter the plain meaning of the provisions of this Contract. However, to the extent that the provisions of this Contract do not address a particular circumstance or are otherwise unclear or ambiguous, those provisions are to be interpreted and construed as far as is consistent with the Law, by reference to the Objectives described in **clause 10.1(a)**.

## 11. PARTNERING CHARTER

- (a) The Department and the Service Provider both agree to carry out their obligations set out in this Contract in accordance with the principles set out in the Partnering Charter.
- (b) The Parties acknowledge and agree that the Partnering Charter:
  - (i) is a free-standing document couched in policy terms;
  - (ii) does not change the legal relationship of the Service Provider and the Department;
  - (iii) is not intended to alter the plain meaning of the provisions of this Contract; and
  - (iv) subject to **clause 11(c)**, does not of itself establish any rights, obligations or liabilities between the Department and the Service Provider.
- (c) The Service Provider's adherence to the spirit of the Partnering Charter will be measured as part of the Incentive regime.

## 12. COOPERATION

### 12.1 Cooperation and Good Faith

The Parties intend to conduct themselves and perform this Contract in the spirit of cooperation and good faith. For avoidance of doubt, the spirit of cooperation and good faith does not override or limit the provisions of this Contract.

## **12.2 Cooperation with Other Service Providers**

The Service Provider must cooperate with any other service provider appointed by the Department (including the service provider at Immigration Residential Housing and Immigration Transit Accommodation, the Health Services Manager and the Department when it is providing services similar to or related to the Services) to ensure the integrated and efficient carrying on of the operations of each Facility and must provide such reasonable assistance to other service providers as the Department may reasonably request, within the Detention Services Fee.

## **13. IMMIGRATION DETENTION VALUES**

### **13.1 Compliance with the Immigration Detention Values**

In delivering the Services and in all its dealings with the Department, People in Detention, other service providers, Stakeholders or the public, the Service Provider will seek to give effect to the Immigration Detention Values.

### **13.2 Immigration Detention Values Maturity Table**

The extent to which the Service Provider has given effect to the Immigration Detention Values will be measured against the Immigration Detention Values Maturity Table, the results of which will be an input component into the Incentive regime.

## **14. DUTY OF CARE**

- (a) Each Party acknowledges and agrees that it has a duty of care to People in Detention.
- (b) The Service Provider must meet its duty of care to People in Detention and any duty of care it has to Visitors or other persons arising from the performance of its obligations under this Contract.
- (c) While children will not be placed in a Centre, the Service Provider may be required to manage children in places of Alternative Detention and the Service Provider must ensure, when providing any Services to children, that the best interests of the child are the Service Provider's primary consideration, taking into account any special needs arising from the child's particular age and gender.
- (d) The Service Provider acknowledges and agrees that the Department's duty of care does not in any way:
  - (i) detract from the Service Provider's obligations under this Contract; or
  - (ii) alter the allocation of rights, obligations and liabilities under this Contract.
- (e) The Parties acknowledge that the Service Provider's fulfilment of its duty of care will be measured as part of the "Duty of Care" Key Performance Indicator.

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## **15. CASE MANAGEMENT FRAMEWORK**

### **15.1 Service Provider Must Cooperate with the Department Case Managers**

- (a) The Service Provider must cooperate with any Department Case Managers to ensure that People in Detention are managed in a holistic way in accordance with the National Case Management Framework, which endeavours to:
  - (i) ensure People in Detention are managed in a fair, lawful, reasonable and timely manner;
  - (ii) ensure a complete view of each Person in Detention is maintained across multiple service providers;
  - (iii) provide action and review timeframes for all services;
  - (iv) provide clear lines of accountability for managing the outcomes of People in Detention;
  - (v) fully involve People in Detention and/or service providers in the development of actions;
  - (vi) provide seamless service delivery for People in Detention; and
  - (vii) monitor the immigration and health and welfare outcomes for People in Detention.
- (b) The Service Provider and Service Provider Personnel will use their best endeavours to share information with the Department in order to facilitate the early identification of the individual needs of People in Detention and the provision of individual and proactive services to People in Detention.

## **PART 5 – MANAGEMENT AND GOVERNANCE**

### **16. PROJECT MANAGEMENT**

The Service Provider must provide all administrative and project management services necessary for the provision of the Services. The following project management services must be provided at a minimum:

- (a) implementation of a planned, systematic, efficient and comprehensive approach to the Transition In and delivery of the Services;
- (b) identifying and mobilising resources;
- (c) identifying who will perform the work, when it is required, and how it will be executed and validated;
- (d) coordinating all activities and the functional outputs of all relevant persons including Subcontractors;

- (e) monitoring of progress;
- (f) efficient decision-making within the Service Provider's organisation and the advising of decisions required by the Department under this Contract;
- (g) controlling and rectifying faults or other deficiencies which may arise in, or during the performance of, the Services;
- (h) managing those risks which are the Service Provider's responsibility under this Contract;
- (i) managing and reporting of Incidents to the Department in accordance with **Schedule 2** (Statement of Work);
- (j) preparing all Reports required under this Contract; and
- (k) providing continuous, visible and adequate audit trails.

## **17. NATIONAL CONTRACT MANAGEMENT REPRESENTATIVES**

### **17.1 The Department's Contract Management Representatives**

- (a) The Department must appoint one person to fulfil the role of the Contract Authority and another person to fulfil the role of the Contract Administrator, who must each be the duly authorised representatives of the Department in accordance with this Contract.
- (b) The Department must give written notice to the Service Provider of the appointment of the Contract Authority and Contract Administrator, and any replacement of those appointees.
- (c) The roles and responsibilities of the Contract Authority and the Contract Administrator are set out in **Schedule 4.2** (Governance Requirements).
- (d) The Department may, by providing written notice to the Service Provider, delegate the Contract Administrator's responsibilities under this Contract to any other Department Personnel.

### **17.2 Service Provider Contract Management Representatives**

- (a) The Service Provider must appoint one person to fulfil the role of the Service Authority and another person to fulfil the role of the Service Administrator, who must each be the duly authorised representatives of the Service Provider in accordance with this Contract.
- (b) The Service Provider must give written notice to the Department of the appointment of each person to the roles specified in **clause 17.2(a)** and any replacement of those appointees.
- (c) The roles and responsibilities of the Service Authority and the Service Administrator are set out in **Schedule 4.2** (Governance Requirements).

### **17.3 National Committee Meetings**

The Service Provider will participate in all national committee meetings in accordance with **Schedule 4.2** (Governance Requirements).

## **18. FACILITY MANAGEMENT PERSONNEL**

### **18.1 Department Personnel**

The Department will appoint a Department Regional Manager for each Facility.

### **18.2 Service Provider Personnel**

- (a) The Service Provider must appoint the following national positions:
  - (i) Contract Director;
  - (ii) National Operations Director;
  - (iii) Transition Director;
  - (iv) National HR/IR Manager; and
  - (v) National Commercial Manager.
- (b) The Service Provider must appoint, for each Facility, a manager who is located at that Facility.
- (c) The Service Provider must give written notice to the Department of the appointment of each person to the roles specified in **clause 18.2(a)**, and any replacement of those appointees.

## **19. REGIONAL MANAGEMENT MODEL**

### **19.1 Department Regional Manager Directions Power**

A Department Regional Manager may give an Executive Direction to the Service Provider for the benefit of People in Detention or detention operations with respect to the following:

- (a) the manner in which the Services are to be delivered;
- (b) requiring Additional Services in accordance with the procedure in **clause 33**; or
- (c) the scope and fulfilment of each Party's duty of care.

### **19.2 Limits on Directions Power**

The Department Regional Manager must not give a Regional Executive Direction that is inconsistent with the Main Terms and Conditions of the Contract.



### **19.3 Procedure for Giving and Recording Directions**

All Executive Directions must be given to the Service Provider in writing, or if given orally, recorded in writing within 24 hours and a copy of the Executive Direction provided to the Service Provider.

### **19.4 Compliance with Executive Directions**

The Service Provider must comply with and implement any Executive Direction within such period as may be specified by the Executive Direction within the Detention Services Fee.

### **19.5 Disputes**

Any disputes in relation to an Executive Direction pursuant to this **clause 19** will be resolved in accordance with the dispute resolution procedure in **clause 65**.

## **PART 6 - PERSONNEL**

### **20. KEY PERSONNEL**

#### **20.1 Key Personnel**

The Service Provider has retained the Key Personnel listed in **Schedule 7** (Key Personnel and Approved Subcontractors).

#### **20.2 Retention of Key Personnel**

Subject to **clause 20.3**, the Service Provider must ensure that each of the Key Personnel occupy the position and provide the Services specified for them in **Schedule 7** (Key Personnel and Approved Subcontractors).

#### **20.3 Replacement of Key Personnel**

- (a) Where Key Personnel cease to work in respect of this Contract, the Service Provider must notify the Department immediately and must provide replacement Key Personnel acceptable to the Department at no additional charge and at the earliest opportunity. The Parties will promptly document the replacement of any Key Personnel in accordance with the Contract Change process in **clause 36**.
- (b) If the Service Provider is unable to provide replacement Key Personnel acceptable to the Department within three months of their ceasing work in respect of this Contract, the Department may, at its discretion, terminate this Contract in accordance with the provisions of **clause 67**, or remove Services from scope in accordance with **clause 34**.

#### **20.4 Removal of Key Personnel**

The Department may, in its absolute discretion, give notice requiring the Service Provider to remove any Key Personnel from work in respect of the Services. The Service Provider must promptly arrange for the removal of such Key Personnel from work in respect of the

Services and their replacement with personnel acceptable to the Department and at no additional cost to the Department.

## **21. GENERAL OBLIGATIONS IN RELATION TO SERVICE PROVIDER PERSONNEL**

### **21.1 Personnel Levels**

The Service Provider will ensure that the personnel levels at the Facilities are adequate to deliver the Services in accordance with this Contract.

### **21.2 Service Provider Personnel**

Without limiting **clause 20**, the Service Provider must, at its own cost, ensure that all Service Provider Personnel who carry out work or perform duties under this Contract:

- (a) are, and remain, of good character and good conduct;
- (b) are considered suitable by the Department having regard to any issues identified in an Australian Federal Police background check and brought to the attention of the Department in accordance with the requirements of **Schedule 2** (Statement of Work);
- (c) undergo induction and orientation training in accordance with the requirements of **Schedule 2** (Statement of Work) when commencing employment with the Service Provider or starting work in relation to the Services;
- (d) are appropriately skilled, trained and qualified to provide the Services in accordance with the requirements of **Schedule 2** (Statement of Work);
- (e) are authorised, registered or licensed in accordance with any regulatory requirements (including any requirements specified in **Schedule 2** (Statement of Work)) for the purposes of or incidental to the performance of the Services;
- (f) possess all relevant industry body, supplier, manufacturer and accreditation or scheme memberships and professional association membership specified in **Schedule 2** (Statement of Work) or that might be reasonably expected of providers of the Services, and produce evidence of such authorisation, registration, license, accreditation or membership to the Department upon request at any time during the term of this Contract; and
- (g) will be subject to internal disciplinary processes.

### **21.3 Documents to be Signed by Service Provider Personnel**

The Service Provider must ensure that all Service Provider Personnel that are to carry out work or perform duties under this Contract have signed:

- (a) a Confidentiality Deed Poll in the form of **Schedule 11** (Confidentiality Deed); and

- (b) a Deed of Non-disclosure of Personal Information in the form of **Schedule 12** (Deed of Non-disclosure of Personal Information),

prior to commencing work or performing duties under this Contract.

#### **21.4 Behaviour of Service Provider Personnel at Facilities**

The Service Provider must ensure that all Service Provider Personnel at a Facility:

- (a) are aware of, and comply with, the Code of Conduct at all times;
- (b) carry out their duties and behave in such a way as to maximise the seamless interface between the delivery of the Services and:
  - (i) the Health Services by the Health Services Manager;
  - (ii) any other services provided by other service providers; and
  - (iii) the day to day activities of the Department,

so that services delivered by multiple service providers give the impression of being delivered by a single provider; and

- (c) comply with the Department's policy on smoking and other occupational health and safety matters as declared from time to time by the Department.

#### **21.5 Illegal Workers and Non-citizens**

- (a) The Service Provider must ensure that its Service Provider Personnel do not include any illegal workers and must notify the Department immediately if it becomes aware of any of its Service Provider Personnel being an illegal worker
- (b) For the purposes of **clause 21.5(a)**, an illegal worker is a person who:
  - (i) has unlawfully entered and remains in Australia;
  - (ii) has lawfully entered Australia but remains in Australia after his or her visa has expired; or
  - (iii) is working in breach of his or her visa conditions.

#### **21.6 Removal of Service Provider Personnel**

The Department may, in its absolute discretion, give notice requiring the Service Provider to remove any Service Provider Personnel from work in respect of the Services. The Service Provider must promptly arrange for the removal of such Service Provider Personnel from work in respect of the Services and their replacement with personnel acceptable to the Department and at no additional cost to the Department.

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## 22. DELEGATIONS AND AUTHORISATIONS

### 22.1 Authorisation and Accountability

- (a) The Parties acknowledge that certain Service Provider Personnel will be required to be authorised as "Officers" or "Authorised Officers" (as defined in the Migration Act) in order to carry out their roles and responsibilities.
- (b) The Service Provider must ensure that only Service Provider Personnel who are authorised as "Officers" or "Authorised Officers" perform the functions which are conferred on "Officers" and "Authorised Officers" under the Migration Act, and that those Service Provider Personnel meet any requirements contained in the Authorisation.
- (c) The Service Provider must, within a reasonable time, advise the Department of any:
  - (i) Service Provider Personnel requiring a relevant Authorisation or delegation pursuant to the Migration Act or any other Department policies and orders (**Authorisations** or **Delegations**) for the provision of Services;
  - (ii) Service Provider Personnel who have been granted powers under a relevant Authorisation or Delegation but no longer require the Authorisation or Delegation for any reason; or
  - (iii) changes to the Service Provider Personnel which will require amendments to be made by the Department to the Authorisations or Delegations granted.
- (d) The Department may arrange for the Service Provider Personnel to be granted powers under a relevant Authorisation or Delegation in order to provide the Services.

### 22.2 Documentation Relating to Authorisations or Delegations

- (a) The Department undertakes to provide the Service Provider with copies of all Delegations or Authorisations relevant to the provision of the Services.
- (b) The Department undertakes to notify the Service Provider and provide copies of amendments to Delegations or Authorisations relevant to the provision of Services within 10 Business Days after the change has been approved by the relevant delegate.

### 22.3 Accountability of Service Provider Personnel

- (a) The Service Provider must ensure that any Service Provider Personnel, when exercising a power granted under an Authorisation or Delegation:
  - (i) have regard to Departmental policy and Departmental policy guidance;

- (ii) without limiting any other requirement of this **clause 22**, comply with all administrative law obligations;
  - (iii) be objective, impartial, fair, reasonable and consistent; and
  - (iv) make decisions promptly and provide reasons for their decisions as required by Law or Australian Government Policy.
- (b) The Service Provider acknowledges that the exercise of powers under the Migration Act by Service Provider Personnel will, as far as possible, attract the same accountability as if exercised by Department Personnel and will, without limitation, be subject to the *Ombudsman Act 1976* (Cth), the *Administrative Decisions (Judicial Review) Act 1977* (Cth), the *Archives Act 1983* (Cth), the *Privacy Act 1988* (Cth), the *Freedom of Information Act 1982* (Cth) and the Acts administered by the Australian Human Rights Commission.

## **PART 7 – SUBCONTRACTOR ARRANGEMENTS**

### **23. SUBCONTRACTOR ARRANGEMENTS**

#### **23.1 Term of Subcontracts**

The Service Provider must not subcontract all of the Services and may only subcontract any part of the Services if the subcontract contains provisions that:

- (a) are substantially in accordance with the provisions of this Contract, including all relevant terms relating to:
  - (i) subcontracting;
  - (ii) compliance with Laws and Australian Government Policies;
  - (iii) intellectual property;
  - (iv) audit and access;
  - (v) privacy;
  - (vi) confidentiality;
  - (vii) indemnities;
  - (viii) insurance;
  - (ix) termination; and
  - (x) Transition Out; and
- (b) allow the Service Provider and the Department to publish details of the name of the Subcontractor and the nature of the work subcontracted to it.

**23.2 Approval of Major Subcontracts**

The Service Provider must not enter into a Major Subcontract without the prior written approval of the Department.

**23.3 Initial Approved Subcontractors**

Initial Approved Subcontractors are specified in **Schedule 7** (Key Personnel and Approved Subcontractors).

**23.4 Conditions of Subcontracts**

Prior to seeking the Department's approval of a Major Subcontract, the Service Provider must:

- (a) ensure that that the Major Subcontract:
  - (i) complies with the requirements in **clause 23.1**; and
  - (ii) reserves such rights to the Department as are secured to the Department under this Contract; and
- (b) provide a copy of the proposed Major Subcontract to the Department.

**23.5 Copies of Subcontracts**

The Service Provider must:

- (a) maintain a record of each of the Subcontractors and the Services being performed by each of them; and
- (b) promptly provide copies of any Subcontracts to the Department at the request of the Contract Administrator.

**23.6 Service Provider Liability and Obligations**

- (a) The Department's approval of any Subcontract does not relieve the Service Provider from any liability or obligation under this Contract.
- (b) The Service Provider will be liable to the Department for the acts, omissions, defaults and neglect of any Subcontractor or any representative of the Subcontractor engaged in the performance of the Services as fully as if they were the acts, omissions, defaults or neglect of the Service Provider.
- (c) The Service Provider remains responsible for ensuring that:
  - (i) the work performed by each Subcontractor meets the requirements of this Contract; and
  - (ii) no Major Subcontractor further subcontracts any work without the prior written approval of the Department.

### **23.7 Subcontractor Warranty**

The Service Provider warrants that each Subcontractor:

- (a) is suitable to carry out the work under the subcontract and is accredited or qualified in accordance with relevant Laws, Australian Standards and Commonwealth requirements;
- (b) where applicable, meets the requirements of the National Construction Code as defined in **clause 72.1**; and
- (c) will exercise the standard of skill, care and diligence that would be expected of an expert professional provider of services similar to the Services being provided by the Subcontractor.

### **23.8 Enforcement of Rights Against Subcontractors**

The Service Provider must take any action required by the Department in relation to the enforcement of, or recovery under, the terms of the subcontract that are identified in **clause 23.1**.

### **23.9 Service Provider to be the Department's Sole Point of Contact**

- (a) The Service Provider acknowledges that the Department may, in its absolute discretion, contact any Subcontractor directly as and when required in order to obtain information regarding the Services provided by that Subcontractor.
- (b) Except as provided in **clause 23.9(a)**, the Service Provider will be the Department's sole point of contact regarding the Services, including with respect to payment.

## **PART 8 - FACILITIES AND EQUIPMENT**

### **24. LICENCE FOR USE OF FACILITIES, DEPARTMENT EQUIPMENT AND SYSTEMS**

#### **24.1 Licence**

- (a) The Department grants, and the Service Provider accepts, a fee-free, non-exclusive licence to occupy and use the Facilities and to access and use the Department Assets and Loose Assets for the sole purpose of complying with its obligations under this Contract during the Term on the terms and conditions contained in this **clause 24**.
- (b) The Service Provider acknowledges and agrees that the licence to occupy and use granted by this clause is personal to the Service Provider and any and all of the rights of the Service Provider rest in contract alone and may not be assigned. The Service Provider agrees that it has no tenancy, estate or leasehold interest in the Facilities, Department Assets or Loose Assets. The Service Provider acknowledges that the Facilities, Department Assets and Loose Assets remain the property of the Department.

- (c) The Service Provider shall not prevent or hinder the Department or any person claiming through the Department from exercising the Department's rights as owner of the Facilities, Department Assets or Loose Assets and shall not act in a manner inconsistent with the Department's property or rights.
- (d) The Department may on written notice to the Service Provider modify the Facilities, Department Assets or Loose Assets to take into account the Department's changing requirements.

#### **24.2 Condition of Facilities and Department Assets**

- (a) The Service Provider acknowledges having received and understood the Department Asset Register.
- (b) The Facilities, Department Assets and Loose Assets are licensed to the Service Provider as is.
- (c) To the extent permitted by Law:
  - (i) the Department provides no warranty as to the actual condition of the Facilities, Department Assets and Loose Assets;
  - (ii) the Service Provider waives, releases and renounces any warranty, condition, representation and terms which would or might otherwise be implied by Law in respect of the condition of the Facilities, Department Assets and Loose Assets; and
  - (iii) the Department has no liability to the Service Provider in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly from the Facilities, Department Assets or Loose Assets.

#### **24.3 Utilities**

The Service Provider is responsible for arranging the provision of and making prompt payment to the relevant authority or service provider of all costs or charges associated with:

- (a) water;
- (b) sewerage;
- (c) electricity;
- (d) gas (including LPG);
- (e) telephone and all other telecommunications charges including internet access fees;
- (f) council rates; and
- (g) rubbish removal,



incurred due to the use and occupation of the Facilities and/or the provision of the Services, including consumption costs, rental costs, connection fees and minimum charges, in accordance with **Schedule 5** (Detention Services Fee).

#### **24.4 Service Provider Covenants in Relation to the Facilities**

The Service Provider for itself, the Service Provider Personnel, and their invitees covenants and agrees with the Department to:

- (a) use the Facilities, Department Assets and Loose Assets for the permitted use in **clause 24.1** and for no other use;
- (b) maintain the security of the Facilities, Department Assets and Loose Assets and keep them in good order and condition in accordance with the requirements of **Schedule 2** (Statement of Work);
- (c) use the Facilities, Department Assets and Loose Assets skilfully and properly, complying with the requirements set out in the relevant operating manuals or other written instructions from the Department or, in the absence of such manuals or instructions, in accordance with industry best practice;
- (d) comply with the Department's reasonable instructions and directions relating to the safety of any part of the Facilities and of any person in or adjacent to the Facilities;
- (e) take all reasonable precautions to prevent any damage to any part of the Facilities, Department Assets or Loose Assets, or any nuisance, damage, obstruction, annoyance or inconveniences to the Department or any occupier of adjoining land;
- (f) comply at its own expense with all Laws, orders, directions and demands given by or on behalf of any authority having jurisdiction over the Facilities (including but not limited to those relating to the National Construction Code and National Construction Guidelines, disability discrimination, the environment, fire precautions, insurance and fire alarms);
- (g) not assign, transfer possession or in any way dispose of any interest in the licence granted under **clause 24.1** (including by way of any lien, charge, mortgage or other Security Interest) or allow any other person to use the Facilities or Department Assets without the prior consent in writing of the Department;
- (h) not make any modification, alterations, addition or other changes (structural or non-structural) to the Facilities or Department Assets, or to erect any partitions or carry out any building or works whatsoever in or to the Facilities without the prior consent of the Department obtained in accordance with **clause 24.5**; and
- (i) allow the Department to affix or cause to be affixed to the Facilities such signage or other markings as the Department may think fit indicating that the Facility is the property of the Department, and the Service Provider shall not remove or deliberately obliterate, deface or cover such signage or markings.

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## 24.5 Modifications to Facilities

- (a) Where the Service Provider seeks any modification, alteration, addition or other change (whether structural or non-structural) to a Facility, the Service Provider must (at its cost) submit a proposal for the modification works to be included in the Minor Works Programme to the Department for its approval.
- (b) The Department may approve or not approve the inclusion of the proposal in the Minor Works Programme in its absolute discretion. The Department may grant its approval subject to conditions, including:
  - (i) that the modification works be undertaken by the Department or Subcontractors approved by the Department; and
  - (ii) that the modification works be undertaken at the cost of the Service Provider.
- (c) Where the Department approves a modification subject to a condition that the modification works be undertaken at the cost of the Service Provider, the Service Provider will not be obligated to carry out the modification.
- (d) Any modification works carried out pursuant to this **clause 24.5** will be owned by the Department unless otherwise agreed by the Parties in writing.
- (e) The removal of a modification will itself be deemed to be a modification and must be approved by the Department in accordance with this **clause 24.5**.
- (f) The Service Provider must repair, at its cost, any damage caused by the installation or removal of a modification by the Service Provider or its Subcontractors.

## 24.6 Damage to Facilities, Department Assets and Loose Assets

- (a) The Service Provider must notify the Department in writing of any loss, destruction, damage to, or defect in, the Facilities, Department Assets (or any part thereof) in accordance with the reporting requirements for Incidents in **Schedule 2** (Statement of Work).
- (b) The Service Provider is responsible for and indemnifies the Department in respect of loss, destruction, damage to the Facilities, and Department Assets Loose Assets in accordance with **clause 59**.

## 24.7 Residential Accommodation on Christmas Island

- (a) The Department grants to the Service Provider a licence under which the Service Provider is entitled to permit certain Service Provider Personnel to occupy residential accommodation on Christmas Island, when available, in accordance with **Annexure A to Schedule 1** (Facility Descriptions and Plans).
- (b) Where the Department provided residential accommodation is not available for the use of Eligible Personnel, the Department and the Service Provider will agree

alternative arrangements, with the Service Provider entitled to recover costs incurred, in an open book manner, as a Cost Plus Pass Through Cost.

## **25. DEPARTMENT ASSETS AND LOOSE ASSETS**

### **25.1 Department Assets**

- (a) The Service Provider is responsible for the Maintenance, management and disposal of Department Assets and Loose Assets in accordance with **Schedule 2** (Statement of Work).
- (b) The Service Provider must manage the scheduled replacement of Department Assets which have reached the end of their scheduled life in accordance with the Maintenance Management Plan. The Department will bear the cost of replacing such Department Assets as a Pass Through Cost.
- (c) Where any Department Asset breaks down and is irreparable prior to the date scheduled for disposal of that asset (as specified in the Maintenance Management Plan), the Service Provider will seek the Department's approval prior to replacing the relevant asset. If the Service Provider substantiates to the Department's satisfaction that a Department Asset is critical to the delivery of the Services, the Department will approve the replacement of the Department Asset on any conditions it sees fit.
- (d) The Service Provider will not be liable for the costs of repair or replacement of Loose Assets where, in the reasonable opinion of the Department, the repair or replacement results from reasonable wear and tear of the Loose Asset. Where the Department determines the Loose Asset is to be replaced, it may direct the Service Provider to purchase the Loose Asset, which cost will be recoverable by the Service Provider as a Pass Through Cost.
- (e) The Service Provider acknowledges that any Department Asset or Loose Asset that is repaired or replaced in accordance with this **clause 25** will remain the property of the Department or will immediately become so upon its replacement, as the case may be.

## **26. SERVICE PROVIDER ASSETS**

- (a) The Service Provider must provide all assets required by the Service Provider to perform its obligations under this Contract other than Department Assets and Loose Assets.
- (b) The Service provider must label its own assets to enable the Parties to distinguish between the Service Provider's assets and Department Assets and Loose Assets.

## **27. ACCESS TO FACILITIES**

- (a) The Service Provider must at all times, with or without notice, provide access to any part of the Facilities to Department Personnel, the Commonwealth and Immigration Ombudsman, the Australian Human Rights Commission, the Auditor-

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General and the Privacy Commissioner and members of the Immigration Detention Advisory Group.

- (b) Subject to their compliance with any applicable security requirements contained in **Schedule 2** (Statement of Work), the Service Provider must facilitate access to the Facilities by representatives of those Government Agencies who have entered into Memoranda of Understanding with the Department, in order to enable them to provide the services referred to therein.
- (c) The Service Provider must not provide access to the Facilities for media visits except in accordance with the procedures and conditions specified in **Schedule 2** (Statement of Work).

## **PART 9 - PERFORMANCE MANAGEMENT**

### **28. INDICATOR METRICS**

#### **28.1 Purpose of Indicator Metrics**

The Service Provider acknowledges and agrees that:

- (a) the purpose of the Abatement Indicator Metrics in **Schedule 4.1** (Performance Management Manual) is to:
  - (i) provide the Service Provider with focus on the areas which are of importance to the Department in the provision of the Services; and
  - (ii) specify performance goals and minimum standards of performance required by the Department of the Service Provider in the provision of the Services, which, if not achieved, may result in an Abatement of the Detention Services Fee;
- (b) the purpose of the Incentive Indicator Metrics is to:
  - (i) highlight the areas of the detention environment which have the most significant impact on achievement of the Immigration Detention Values; and
  - (ii) to provide an incentive which recognises the extent to which the Service Provider has achieved the Immigration Detention Values;
- (c) the Indicator Metrics may be adjusted in accordance with **clauses 30** and **55.5**;
- (d) the Indicator Metrics do not modify any express obligation of the Parties under this Contract;
- (e) except as provided in **clause 55.5**, the Service Provider:
  - (i) bears the risk of all delays, disruptions, events or circumstances affecting the provision of the Services which could prevent it from meeting or achieving any Indicator Metrics other than a risk arising from

- an excusable performance failure identified in **Schedule 4.1** (Performance Management Manual); and
- (ii) will remain obliged to meet or achieve the Indicator Metrics notwithstanding any such delay, disruption, event or circumstance; and
- (f) it must provide Reports on its performance against Indicator Metrics to the Department at the frequency and in the manner detailed in **Schedule 4.1** (Performance Management Manual).

## 28.2 Incentives and Abatements Regime

- (a) Subject to **clause 28.2(b)**, the Service Provider acknowledges that:
  - (i) superior performance against the Incentive Indicator Metrics will be an input into the Incentive regime in **Schedule 4.1** (Performance Management Manual) and may result in an increase to the Detention Service Fee payable to the Service Provider for the Services in accordance with **Schedule 4.1** (Performance Management Manual);
  - (ii) under-performance against the Abatement Indicator Metrics will be an input into the Abatements regime in **Schedule 4.1** (Performance Management Manual) and may result in a reduction of the Detention Services Fee payable to the Service Provider for the Services, subject to **clause 28.2(c)**, in accordance with **Schedule 4.1** (Performance Management Manual).
- (b) The Service Provider's performance against the Incentive Indicator Metrics and the Abatement Indicator Metrics will not result in any increase or decrease in the Detention Services Fee in accordance with **clause 28.2(a)** during the Base Period.
- (c) Where the Service Provider's performance against the Detailed Indicator Metrics forming part of the Abatement regime indicates Significant Failure, Continuous Failure or Continuous Metric Failure, the maximum Abatement may exceed 5% of the Detention Services Fee for any month.

## 28.3 Process for Measuring Performance Against Indicator Metrics

The Service Provider agrees to participate in Joint Facility Audit Team and provide any Data, Reports, logs or other data source required in order to measure performance against the Indicator Metrics in accordance with **Schedule 4.1** (Performance Management Manual).

## 29. IMMIGRATION DETENTION VALUES KEY PERFORMANCE INDICATORS

### 29.1 Purpose of Immigration Detention Values Key Performance Indicators

The Service Provider acknowledges and agrees that:

- (a) the purpose of the four Key Performance Indicators relating to the Immigration Detention Values in **Schedule 4.1** (Performance Management Manual) is to:

- (i) provide the Service Provider with strategic focus areas which consolidate the results of the Indicator Metrics; and
  - (ii) provide the Department with a snapshot view of performance against the strategic goals of the Immigration Detention Values; and
- (b) it must provide Reports on its performance against Key Performance Indicators to the Department at the frequency and in the manner detailed in **Schedule 4.1** (Performance Management Manual).

### **30. REVIEW OF PERFORMANCE**

#### **30.1 Annual Reviews**

The Parties will conduct an annual review of this Contract and the scope of Services.

#### **30.2 Scope of Annual Reviews**

- (a) For the purposes of **clause 30.1**, the Department will determine the scope, objectives and criteria of the annual review.
- (b) The scope of the reviews under **clause 30.1** will include consideration of the appropriateness and effectiveness of the Indicator Metrics and the Key Performance Indicators. As a result of the review, the Indicator Metrics and Key Performance Indicators may be amended to reflect the Parties' commitment to continuous improvement and an analysis of any failures in the preceding 12 months.

#### **30.3 Other Reviews**

The Parties will conduct the reviews specified in **Schedule 4.1** (Performance Management Manual).

### **31. CONTINUOUS IMPROVEMENT**

#### **31.1 Continuous Improvement**

The Service Provider must commit itself to continuous improvement of the Services through:

- (a) the identification and application of proven techniques and tools (from the Service Provider's other operations) that would benefit the Department either operationally or financially; and
- (b) the implementation of programmes, practices and measures designed (at a minimum) to ensure that the Services are performed in accordance with this Contract and to improve levels of performance, including any programmes, practices and measures specified in **Schedule 2** (Statement of Work) and **Schedule 4.1** (Performance Management Manual).

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## **PART 10 – CHANGE MANAGEMENT / CHANGE CONTROL**

### **32. ACTIVATING, DEACTIVATING AND REACTIVATING A FACILITY**

#### **32.1 The Department May Activate, Deactivate and Reactivate Facilities**

The Department may, at any time and in its absolute discretion, by written notice:

- (a) activate or re-activate a Facility, whereupon it will become Operational;
- (b) deactivate a Facility, whereupon it will become a Contingency Facility or a Hot Contingency Facility, as notified by the Department; or
- (c) close a specified Facility by removing it from the scope of the Services in accordance with **clause 34**.

#### **32.2 Activation or Reactivation of a Facility**

- (a) The Department may serve notice on the Service Provider requiring the Service Provider to make Operational an Hot Contingency Facility and ramp-up service delivery to provide:
  - (i) Basic Services at 24 hours' notice, except in relation to a Facility at Christmas Island in which case Basic Services at 72 hours' notice; and
  - (ii) the full range of Services at six weeks' notice.
- (b) The Department may serve notice on the Service Provider requiring the Service Provider to make Operational a Contingency Facility and ramp-up service delivery to provide:
  - (i) Basic Services at six weeks' notice; and
  - (ii) the full range of Services at 12 weeks' notice.

#### **32.3 Deactivation of a Facility**

Where a Facility is Operational and the Service Provider is providing the full scope of Services, the Department may serve notice on the Service Provider requiring the Service Provider to deactivate the Facility to:

- (a) be a Hot Contingency Facility and ramp-down service delivery to provide Care Taker Services at six weeks' notice; or
- (b) be a Contingency Facility and ramp-down service delivery to provide Care Taker Services at three months' notice.

#### **32.4 Change of Status from "Hot Contingency" to "Contingency" and Vice Versa**

Where a Facility is a Hot Contingency Facility, the Department may serve notice on the Service Provider requiring the Service Provider to change the Facility to a Contingency Facility (and vice versa) at three months' notice.

### 32.5 Delivery of Services and Entitlement to Payment

- (a) The Service Provider must progressively ramp-up or ramp-down its service delivery (as appropriate) so that it delivers the Care Taker, Basic or full scope of Services, as the case may be, at the relevant Facility in accordance with the periods specified in **clauses 32.2 and 32.3**.
- (b) When a Facility has been ramped-up to be Operational, the Service Provider will be entitled to payment of:
  - (i) the Detention Services Fee for those Service Tasks comprising the Basic Services based on the relevant capacity band in the pricing tables in **Schedule 5** (Detention Services Fee) until the Service Provider is able to provide the full scope of Services; and
  - (ii) thereafter, the Detention Services Fee for those Service Tasks comprising the full scope of Services based on the relevant capacity band in the pricing tables in **Schedule 5** (Detention Services Fee).
- (c) When a Facility has been ramped-up or ramped-down to a Hot Contingency Facility, the Service Provider will be entitled to payment of the Detention Services Fee for those Service Tasks comprising the Basic Services (and any other Service Tasks required by the Department) based on the capacity band for the relevant Hot Contingency Facility in the pricing tables in **Schedule 5** (Detention Services Fee).
- (d) When a Facility has been ramped-down to a Contingency Facility, the Service Provider will be entitled to payment of the Services Fee for those Facilities Management Services comprising the Care Taker Services (and any other Service Tasks required by the Department) based on the capacity band for the relevant Contingency Facility in the pricing tables in **Schedule 5** (Detention Services Fee).

### 32.6 Payments Relating to the Department's Decision to Activate, Reactivate or Deactivate a Facility

If the Department gives the Service Provider a notice pursuant to **clause 32.1** which activates, re-activates or de-activates a Facility, the Department will, in respect of that Facility, be liable for ramp-up or ramp-down costs (as applicable) as Pass Through Costs in accordance with **Schedule 5** (Detention Services Fee).

## 33. ADDITIONAL SERVICES

### 33.1 Temporary or Short Term Additional Services Required by a Department Regional Manager

In accordance with **clause 19.1**, the Department Regional Manager may from time to time give an Executive Direction requiring that the Service Provider provide Additional Services for a period not exceeding seven days and the Service Provider must supply them to the Department from the date specified in the notice. Where possible, such Additional Services will be priced using any applicable pricing mechanism or metric (including any schedule of rates in **Schedule 5** (Detention Services Fee)) and, otherwise, will be priced as Pass Through Costs.



### 33.2 Additional Services Required by the Contract Administrator

The Contract Administrator may from time to time give a written notice requiring that the Service Provider provide Additional Services and the Service Provider must supply them to the Department from the date specified in the notice. Additional Charges will be payable for such Additional Services calculated as follows:

- (a) where:
  - (i) a pricing mechanism or metric already exists within this Contract for a resource required to perform the Additional Service, are calculated using that existing pricing mechanism or metric (including rates specified in a schedule of rates contained within **Schedule 5** (Detention Services Fee)); or
  - (ii) no such pricing mechanism or metric exists within this Contract, by pricing that is fair and reasonable, having regard to the then prevailing prices commercially available in the market for similar services to like customers; or
  - (iii) if the Additional Charges cannot be calculated under **clause 33.2(a)(i)** or **clause 33.2(a)(ii)** above, as Pass Through Costs; and
- (b) in any case, reflect all cost savings to the Service Provider resulting from any changes to the Service Provider's then current arrangements or operations for the provision of the Services. For example, where the Additional Services replace the whole or any part of an existing Service, the Service Provider must ensure that any cost savings resulting from reduced resource requirements for performing the Additional Services in lieu of the replaced Service are reflected in the Additional Charges.

### 33.3 Proof of Reasonable Charges

- (a) The Service Provider must provide the Department with documentary proof, to the Department's reasonable satisfaction, that the Additional Charges for Additional Services satisfy the criteria set out in **clause 33.2**.
- (b) In order to assist the Department to form a view regarding whether the Additional Charges satisfy the criteria set out in **clause 33.2**, the Department may require the Service Provider to provide a financial statement of the change in financial cost to the Service Provider as a result of the requirement to provide Additional Services, certified by an accountant independent of the Service Provider declaring:
  - (i) the Additional Services cannot be accommodated within the existing Detention Services Fee; and
  - (ii) the accuracy of the financial information provided to the Department.
- (c) If the Service Provider is required to provide a financial statement pursuant to **clause 33.3(b)**, it must do so within five Business Days.

- (d) The Department will bear the reasonable costs of any independent accountant certification required by the Department under this **clause 33**.

### **33.4 Service Provider May Suggest Additional Services**

- (a) The Service Provider may at any time offer to provide Additional Services to the Department which, in the opinion of the Service Provider, will enhance the objectives of this Contract, including the Immigration Detention Values.
- (b) In response to the Service Provider's suggestion under **clause 33.4(a)**, the Contract Administrator may, in its absolute discretion, give a written notice under **clause 33.2** or **35.1**.

### **33.5 Additional Services Become Part of the Services**

- (a) Unless agreed otherwise in writing, the Additional Services will become part of the Services, and the Additional Charges will become part of the Detention Services Fee.
- (b) The Contract Administrator will update the **Schedule 2** (Statement of Work) and, where appropriate, **Schedule 5** (Detention Services Fee) in order to incorporate the Additional Services and the Additional Charges (if any).

### **33.6 Original Service Obligations Unaffected**

For avoidance of doubt, the Parties agree that the Additional Services:

- (a) do not include any Services specified in the **Schedule 2** (Statement of Work) as at the date of the request for Additional Services or which have been added to the **Schedule 2** (Statement of Work) pursuant to **clause 35**, nor anything required to remedy any failure by the Service Provider to perform those Services; and
- (b) unless otherwise agreed by the Parties under this **clause 33**, do not affect the Service Provider's obligations to provide the Services in accordance with this Contract.

## **34. REMOVAL OF SERVICES FROM SCOPE**

### **34.1 Notice Requiring Removal of Services from Scope**

The Contract Administrator may from time to time, by written notice to the Service Provider, remove any of the Services from the scope of this Contract (**Removed Services**), in which case:

- (a) the Removed Services will no longer be part of the Services from the date specified in the notice;
- (b) the Department must pay the Service Provider for any Removed Services that were performed in accordance with this Contract prior to the date on which the Department gave written notice to the Service Provider of the removal of the Removed Service from scope;

- (c) the Detention Services Fee will be equitably adjusted to reflect the reduced costs incurred by the Service Provider in supplying the remaining Services, and any unit charges for the remaining Services will not be increased;
- (d) the Department will be liable for compensation for any substantiated unavoidable loss incurred by the Service Provider calculated in accordance with **clause 68.4**; and
- (e) each Party will comply with its obligations in the Transition Out Plan in respect of the Removed Services.

### **34.2 Limits on Removal of Services from Scope**

The Department must not give a written notice pursuant to **clause 34.1** that would have the effect of terminating all of the Services, but may give a notice which has the effect of closing a Facility.

## **35. SCOPE CHANGE PROCEDURE**

### **35.1 Notification**

- (a) If at any time the Department wishes to change the scope or level of Services under this Contract (**Scope Change**), other than in accordance with **clauses 33, 34, 36 or 68**, the Contract Administrator may notify the Service Provider in writing (**Scope Change Notice**) not less than 20 Business Days prior to the effective date of the Scope Change Proposal.
- (b) A Scope Change may involve changes to any of the following Schedules (and any annexures to them):
  - (i) **Schedule 2** (Statement of Work);
  - (ii) **Schedule 4.1** (Performance Management Manual);
  - (iii) **Schedule 4.2** (Governance Requirements);
  - (iv) **Schedule 4.3** (Reporting Requirements);
  - (v) **Schedule 5** (Detention Services Fee); and
  - (vi) **Schedule 6** (Transition Requirements).
- (c) The Department must not give a Scope Change Notice that would have the effect of terminating all of the Services.

### **35.2 Service Provider Obligations**

As soon as practicable after receipt of the Scope Change Notice, but in any event within 10 Business Days, (or such other time period as agreed in writing by the Department) the Service Provider must provide the Contract Administrator with a written proposal signed by a director of the Service Provider (the **Scope Change Proposal**) setting out:

- 
- (a) details of the change and its extent (nature, scope, scale and technology employed);
  - (b) a statement of reasons for proposing the change;
  - (c) revised wording of any of **Schedules 2, 4.1, 4.2, 4.3, 5 and 6** in the format of old clause and marked up new clause;
  - (d) the steps required to implement the Scope Change Proposal;
  - (e) the time within which the Service Provider proposes to implement the Scope Change;
  - (f) the Plans and/or procedures that the Service Provider proposes to change (if any) to comply with the Scope Change Notice;
  - (g) the changes to the Detention Services Fee which the Service Provider proposes to apply to the Scope Change supported by reasons for the price change and relevant measurements or documents which support or validate the change;
  - (h) any reduction to the Detention Services Fee (if any) which the Service Provider proposes as a result of the Scope Change, in order to reflect all cost savings to the Service Provider resulting from changes to the Service Provider's then current arrangements for the provision of the Services;
  - (i) the adjustments (if any) to the Indicator Metrics and Key Performance Indicators which the Service Provider proposes as a result of the Scope Change Notice, and reasons for the adjustments;
  - (j) any risks associated with the Scope Change Proposal and any recommendations for minimising those risks; and
  - (k) the Service Provider's reasonable costs of preparing the Scope Change Proposal.

### **35.3 Costs**

The Service Provider may charge the Department reasonable costs for assessing a Scope Change Notice and preparing the Scope Change Proposal relating to that notice.

### **35.4 Acceptance**

The Department may:

- (a) accept the Scope Change Proposal by having it signed by the Contract Administrator and sending a copy to the Service Provider;
- (b) reject the Scope Change Proposal by notice in writing to the Service Provider including reasons for its decision, in which case the Parties must negotiate in good faith to resolve agreement to the Scope Change Proposal;

- (c) if the Parties are unable to agree the Scope Change Proposal within five Business Days of the Department rejecting the Scope Change Proposal, refer the matter to dispute resolution under **clause 65**; or
- (d) withdraw the Scope Change Notice.

If the Department withdraws the Scope Change Notice, the Service Provider is not required to comply with the Scope Change Proposal.

### **35.5 Implementation**

If:

- (a) the Department accepts the Scope Change Proposal; or
- (b) the Department and the Service Provider negotiate an agreed outcome (following rejection of the Scope Change Proposal by the Department); or
- (c) the Department refers the matter to dispute resolution and the dispute is resolved under **clause 65** and the Department does not, within five Business Days of resolution of the dispute, withdraw the Scope Change Notice,

then:

- (d) the Service Provider must implement the Scope Change Proposal or those proposals agreed or determined. Such implementation must be completed within six weeks, or such time as may be agreed, of the acceptance of the Scope Change Proposal or resolution of any dispute under **clause 65** unless, in the case of the latter, the Scope Change Notice is withdrawn; and
- (e) the Detention Services Fee is adjusted in accordance with the Scope Change Proposal or, if the Scope Change Proposal is amended by mutual agreement, the amended Scope Change Proposal, or the amount determined as a result of the dispute resolution process.

### **35.6 Scope Change Register**

- (a) The Contract Administrator will maintain a Scope Change Register containing all of the original signed Scope Change Proposals.
- (b) Following a Scope Change, the Contract Administrator will prepare a consolidated version of the Contract, and make it available to the Service Provider through the Department's nominated information technology system.
- (c) If the Service Provider is of the view that all Scope Change Proposals have not been incorporated into the consolidated version of this Contract, the Service Provider must promptly bring the matter to the attention of the Contract Administrator.
- (d) For the avoidance of doubt, this **clause 35.6** does not affect the Service Provider's obligation to give effect to a Scope Change within the time period referred to in **clause 35.2(e)**.

### 35.7 Liability for Scope Change

The Department will not be liable for any:

- (a) adjustment of the Detention Services Fee; or
- (b) other claim or action by the Service Provider (to the extent permitted by Law),

arising out of or in connection with a proposed Scope Change unless the provisions of this **clause 35** have been satisfied.

## 36. CONTRACT CHANGE PROCEDURE

### 36.1 Variations to this Contract

If the Department at any time wishes to vary this Contract (other than a change to the nature or level of the Services under **clause 35**), the Department must do so under the terms of this **clause 36**. The change when approved under this clause will be a Contract Change.

### 36.2 Notification.

If the Department at any time wishes to vary this Contract, the Contract Administrator will notify the Service Provider in writing (**Contract Change Notice**) not less than 20 Business Days prior to the effective date of the Contract Change.

### 36.3 Service Provider Obligations

- (a) As soon as practicable after receipt of the Contract Change Notice, but in any event within 10 Business Days, the Service Provider must provide the Contract Administrator with a written proposal signed by a director of the Service Provider (the **Contract Change Proposal**), setting out:
  - (i) details of the change and its extent (nature, scope, scale and technology employed);
  - (ii) a statement of reasons for proposing the change;
  - (iii) the steps required to implement the Contract Change Proposal;
  - (iv) the time within which the Service Provider proposes to implement the Contract Change;
  - (v) the impact of the Contract Change Proposal on the delivery of Services under this Contract, including any necessary amendments to this Contract, Plans and/or procedures in the format of old clause and marked up new clause;
  - (vi) the changes to the Detention Services Fee which the Service Provider proposes to apply to the Contract Change supported by reasons for the price change and relevant measurements or documents which support or validate the change;

- 
- (vii) a financial statement of the change in financial cost to the Service Provider as a result of the Contract Change Proposal certified by an accountant independent of the Service Provider declaring:
    - (A) the Change Proposal cannot be accommodated within the existing Detention Services Fee; and
    - (B) the accuracy of the financial information provided to the Department;
  - (viii) details of the review the Service Provider has undertaken to allow the Contract Change Proposal to be accommodated within the existing requirements of this Contract, including the Detention Services Fee;
  - (ix) any reduction to the Detention Services Fee (if any) which the Service Provider proposes as a result of the Contract Change Notice, in order to reflect all cost savings to the Service Provider resulting from any changes to the Service Provider's then current arrangements or operations for the provision of the Services;
  - (x) the adjustments (if any) to the Indicator Metrics and Key Performance Indicators which the Service Provider proposes as a result of the Contract Change Notice, and reasons for the adjustments;
  - (xi) any risks associated with the Contract Change Proposal and any recommendations for minimising those risks; and
  - (xii) the Service Provider's reasonable costs of preparing the Contract Change Proposal.
- (b) The Contract Change Proposal must contain a full cost breakdown and a warranty from the Service Provider that all costs are reasonable and profit does not exceed that used in the original Detention Services Fee and take account of any savings on other aspects of the Services affected by the Contract Change Proposal. The Service Provider must give the Department's financial representatives full access to the Service Provider's financial records to investigate the reasonableness of proposed changes to the Detention Services Fee. Such information will be treated as strictly confidential.

#### **36.4 Costs**

The Service Provider may charge the Department reasonable costs for assessing a Contract Change Notice and preparing the Contract Change Proposal relating to that notice.

#### **36.5 Acceptance**

The Department may:

- (a) accept the Contract Change Proposal by having it signed by the Contract Administrator and sending a copy to the Service Provider;

- (b) reject the Contract Change Proposal by notice in writing to the Service Provider including reasons for its decision, in which case the Parties must negotiate in good faith to resolve agreement to the Contract Change Proposal;
- (c) if the Parties are unable to agree to the Contract Change Proposal within five Business Days of the Department rejecting the Contract Change Proposal, refer the matter to dispute resolution under **clause 65**; or
- (d) withdraw the Contract Change Notice.

If the Department withdraws the Contract Change Notice, the Service Provider is not required to comply with the Contract Change Notice.

### 36.6 Implementation

If:

- (a) the Department accepts the Contract Change Proposal; or
- (b) the Department and the Service Provider negotiate an agreed outcome (following rejection of the Contract Change Proposal by the Department); or
- (c) the Department refers the matter to dispute resolution and the dispute is resolved under **clause 65** and the Department does not, within five Business Days of resolution of the dispute, withdraw the Contract Change Notice,

then:

- (d) the Parties must within 30 days formalise their agreement to the Contract Change Proposal in a deed in the form of **Schedule 14** (Change Control);
- (e) the Service Provider must implement the Contract Change Proposal or those proposals agreed or determined. Such implementation must be completed within six weeks, or such time as may be agreed, of the acceptance of the Contract Change Proposal or resolution of any dispute under **clause 65** unless, in the case of the latter, the Contract Change Notice is withdrawn; and
- (f) the Detention Services Fee is adjusted in accordance with the Contract Change Proposal or, if the Contract Change Proposal is amended by mutual agreement, the amended Contract Change Proposal, or the amount determined as a result of the dispute resolution process.

### 36.7 Effect of Variations

- (a) A Contract Change Proposal will only take effect and be a valid Contract Change if both Parties have signed a formal deed of amendment to this Contract in the form set out in **Schedule 14** (Change Control).
- (b) The Department will be responsible for the preparation of new pages or a new agreement (as the case may be) incorporating the effects of a Contract Change.



- (c) Both Parties must perform each Contract Change in accordance with the formal deed of amendment to this Contract giving effect to the Contract Change Notice.

## **PART 11 – DETENTION SERVICES FEE**

### **37. DETENTION SERVICES FEE**

#### **37.1 Obligation to Pay the Detention Services Fee**

Subject to this Contract, and in consideration of the Service Provider performing its obligations under this Contract, the Department agrees to pay the Detention Services Fee to the Service Provider, which includes the following components:

- (a) the fees for delivery of the Service Tasks in accordance with **Schedule 2** (Statement of Work) and any other Services described in this Contract;
- (b) Pass Through Costs;
- (c) Transition costs in accordance with the Milestone Payment Schedule upon the completion of the Milestones listed in **Schedule 6** (Transition Requirements); and
- (d) the fees for Additional Services provided, and as calculated, in accordance with **clause 33**.

#### **37.2 Annual Adjustment of the Detention Service Fee**

The Detention Services Fee will be adjusted annually on the anniversary of the Commencement Date in accordance with **Schedule 5** (Detention Services Fee).

#### **37.3 Month to Month Adjustment of Detention Services Fee**

When making payment of the Detention Services Fee, the Department may increase or decrease the amount payable to take account of:

- (a) the application of an Incentive or Abatement in accordance with **clause 28.2**;
- (b) the withholding by the Department of an invoiced amount which is in dispute, in accordance with **clause 39.3**;
- (c) the off-setting by the Department of an any underpayment or overpayment which resulted from the Service Provider providing an incorrect invoice, in accordance with **clause 39.4**;
- (d) the suspension of obligations following a Force Majeure Event in accordance with **clause 55.8**;
- (e) any Services which were not provided as a result of an Incident in accordance with **clause 56.3(c)**; and
- (f) any other right allowed to the Department under the terms of this Contract.

## **38. PAYMENTS TO THE SERVICE PROVIDER**

### **38.1 Timing of Payments**

The Detention Services Fee will be paid by the Department monthly in arrears within 30 days of receipt by the Department of an invoice correctly rendered in accordance with **clause 39**.

### **38.2 How Payments Must be Made**

Unless otherwise agreed, any payments under this Contract will be made by electronic transfer directly to a nominated bank account. Unless otherwise agreed, payments will be made in Australia and in Australian dollars.

### **38.3 When Payment Deemed to be Made**

Payments under this Contract will be deemed to be made:

- (a) if the payment is made by cheque, on the date on which the cheque is drawn;
- (b) if the payment is made by electronic funds transfer, at the time the funds are dispatched electronically; or
- (c) if payment is made by credit card, on the date on which the credit card voucher was signed or authorised.

## **39. INVOICES**

### **39.1 Timing of Invoices**

The Service Provider must invoice the Department monthly in arrears for the Detention Services Fees, Pass Through Costs and any other amounts payable to the Service Provider under this Contract and deliver the invoices in the manner and at the frequency specified in this **clause 39**.

### **39.2 Form of Invoice**

An invoice must:

- (a) include all of the details referred to in **Attachment B** (Invoice Details) to **Schedule 5** (Detention Services Fee) and be provided to the Department in accordance with **Schedule 5** (Detention Services Fee) (including **Attachment B** (Invoice Details)); and
- (b) be provided to the Department within 10 Business Days of the last day of the month to which the invoice relates.

### **39.3 Disputes Relating to Invoices**

If the Department in good faith disputes the whole or any portion of the amount claimed in an invoice, the Department:

- (a) may withhold payment of any part of the Detention Services Fee or any Pass Through Costs that are in dispute until the dispute is resolved; and
- (b) must notify the Service Provider in writing (within 30 days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.

### **39.4 Incorrect Invoices**

If an invoice is found to have been rendered incorrectly, any underpayment or overpayment will be recoverable by or from the Service Provider, as the case may be, and, without limiting recourse to other available remedies, may be off-set against any amount subsequently due from the Department to the Service Provider. In such circumstances the Service Provider must provide to the Department a correctly rendered Tax Adjustment Note.

## **40. RIGHT OF THE DEPARTMENT TO RECOVER MONEY**

### **40.1 Deductions**

Without limiting the Department's rights under any provision of this Contract, any payment or debt owed by the Service Provider to the Department under this Contract may be deducted by the Department from the amount of payment of any claim for the cost of Services or any other moneys payable or due to the Service Provider. Where the payment or debt owed to the Department exceeds the amount of any claim for the cost of Services, the Department may draw upon or from:

- (a) any other moneys payable or due to the Service Provider; or, if the amount of the claim is insufficient
- (b) any security under **clause 63** or a guarantor under a performance guarantee issued under **clause 64**.

For the purposes of **clause 40.1** the Department may only draw upon any security under **clause 63** or a guarantor under a performance guarantee issued under **clause 64** where the amount owing from any claim for the cost of the Services is insufficient to meet the Department's demand.

### **40.2 Notice of Deductions**

Where the Department deducts the amount of a debt or payment, it must advise the Service Provider in writing that it has done so.

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## 41. TAXES AND DUTIES

### 41.1 Taxes and Duties Generally

Subject to **clause 41.2**, all government, local government and semi-governmental taxes, duties and charges imposed or levied in Australia or overseas in connection with this Contract will be borne by the Service Provider and are included within the Detention Services Fee and other rates and fees specified in **Schedule 5** (Detention Services Fee).

### 41.2 GST

- (a) Words defined in the GST Law have the same meaning in clauses concerning GST, unless the context makes it clear that a different meaning is intended.
- (b) The Detention Services Fee, Pass Through Costs, Transition Costs, Additional Fees and all other payments and fees specified in **Schedule 5** (Detention Service Fees) are inclusive of GST.
- (c) Notwithstanding **clause 41.2(b)**, if GST is or will be imposed on a supply made under or in connection with this Contract, to the extent that the consideration otherwise provided for that supply under this Contract is not stated to include an amount in respect of GST on the supply:
  - (i) the consideration otherwise provided for that supply under this Contract is increased by the amount of that GST; and
  - (ii) the recipient must make payment of the increase at the same time as the consideration is provided.
- (d) The recipient's obligation to pay the GST component of the price or consideration is subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.
- (e) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, either as part of or in addition to the other amounts payable, the supplier within 14 days of becoming aware of the adjustment event:
  - (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or
  - (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and
  - (iii) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event.
- (f) If a Party provides a payment for or any satisfaction of a claim or a right to claim under or in connection with this Contract (for example, for misleading or deceptive

conduct or for misrepresentation or for a breach of any warranty or for indemnity or for reimbursement of any expense) which gives rise to a liability for GST, the provider must pay, and indemnify the claimant against the amount of that GST.

- (g) If a Party has a claim under or in connection with this Contract for a cost on which that Party must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which that Party is entitled to an input tax credit).
- (h) If a Party has a claim under or in connection with this Contract whose amount depends on actual or estimated revenue or which is for loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).
- (i) If there is a change in the GST rate after the date of this Contract, the parties will adjust any consideration that expressly includes GST to reflect the change in rate on a "no win no loss" basis.

## **PART 12 - FINANCIAL MANAGEMENT**

### **42. ACCOUNTS AND RECORDS**

#### **42.1 Accounting**

- (a) The Service Provider must ensure that all expenditure (and revenue, if any) in respect of or in connection with the performance of this Contract is recorded and accounted for correctly.
- (b) The Service Provider must at all times maintain full, true, separate and up to date accounts and Records in relation to the performance of this Contract, including the Detention Services Fee, Pass Through Costs and the Services. Such accounts and Records must:
  - (i) include the matters specified in **Schedule 2** (Statement of Work);
  - (ii) include appropriate audit trails for transactions performed;
  - (iii) separately record all receipts and expenses in relation to the Services for the Department;
  - (iv) be kept in a manner that permits them to be conveniently and properly audited;
  - (v) be drawn in accordance with any applicable Australian Accounting Standards;
  - (vi) be kept in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth), except to the extent otherwise stipulated by **clause 42.1(c)**;

- (vii) in the case of any Services performed on a time and materials or cost plus basis, identify the time spent by Service Provider's Personnel in performing those Services; and
  - (viii) enable the extraction of all information relevant to the performance of this Contract for the Department.
- (c) The accounts and Records to be held in accordance with this **clause 42** must be held for the Term of this Contract and for a period of seven (7) years from the date of expiry or termination of this Contract.

## 42.2 Open Book Accounting

The Service Provider must:

- (a) maintain accounts, transaction information and source documents, financial systems and Records, business records and other information and material of the Service Provider that is held in respect of the Services on an open book and stand alone basis;
- (b) have the accounts referred to in **clause 42.2(a)** independently audited on an annual basis within three months of the end of the Financial Year (or, where the Service Provider's audit year does not coincide with the Financial Year, within three months of the end of the audit year);
- (c) make the accounts referred to in **clause 42.2(a)** available for inspection at any time by the Department;
- (d) provide all reasonable assistance that the other Party or its agents may reasonably require in respect of access in accordance with this **clause 42.2**, including explanation of systems, policies, procedures or record keeping; and
- (e) provide such reports as reasonably requested by the Contract Administrator to assist in ensuring that the Department is receiving at all times the best possible value for money.

## 42.3 Audited Financial Statements

- (a) The Service Provider must provide to the Department a copy of the audited financial statement of the Service Provider in respect of the previous audit year:
  - (i) where the Service Provider's audit year coincides with the Financial Year, by 1 October in each year during the Term; or
  - (ii) where the Service Provider's audit year does not coincide with the Financial Year, within four months of the end of the audit year.
- (b) The audited financial statement must be signed by a person who is registered as an auditor under the *Corporations Act 2001* (Cth) or a member of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants, and must certify that the person is satisfied that the accounts and

monies held by the Service Provider or paid to the Service Provider are held or dealt with in accordance with this Contract and current Australian Accounting Standards.

#### **42.4 Provision of Information Relevant to Future Market Testing**

The Service Provider must within 30 days after receipt of a written request from the Contract Administrator provide to the Department all information that the Contract Administrator may reasonably require concerning the performance of this Contract for the purposes of assisting the Department to market test services similar to the Services, including to produce and publish one or more requests for tender for all or any part of those services.

#### **42.5 Records Regarding Location of Department Assets**

The Service Provider must keep full and accurate Records of the location of all Department Assets and Department Material.

### **43. AUDIT REQUIREMENTS**

#### **43.1 Subject of Audits**

An audit of part or all of this Contract under **clause 43.2** may be conducted at any time by the Department or its nominee. These audits may include:

- (a) the Service Provider's operational practices and procedures as they relate to this Contract, including security procedures;
- (b) the efficiency of the Service Provider's operations in relation to the provision of the Services under this Contract;
- (c) the accuracy of the Service Provider's invoices and Reports in relation to the provision of the Services and the calculation and payment of the Detention Services Fee and Pass Through Costs under this Contract;
- (d) the Service Provider's costs during any ramp-up or ramp-down period following the activation or deactivation of a Facility;
- (e) the Service Provider's compliance with the applicable Laws, Australian Government Policies and Detention-specific policies;
- (f) the Service Provider's compliance with its confidentiality, privacy and security obligations; and
- (g) any other matters determined by the Department to be relevant to the performance of the Services, including ongoing financial viability.

#### **43.2 Conduct of Audits**

- (a) Except for those circumstances in which notice is not practicable (eg. caused by a regulatory request with shorter notice or investigation of theft or breach of

Contract), the Department must give the Service Provider not less than 10 Business Days' notice of an audit and a list of the documents which the auditor will reasonably require.

- (b) The Service Provider must participate cooperatively in audits of this Contract at the frequency and in relation to the matters specified by the Department, including on an ad hoc basis if requested by the Department, for the purpose of ensuring that this Contract is being properly performed and administered.
- (c) Subject to **clause 44.1(b)**, the requirement for, and participation in, audits does not in any way reduce the Service Provider's responsibility to perform its obligations in accordance with this Contract.
- (d) The Department may appoint an independent person to assist in the audits. The Department will require its nominee to execute a confidentiality undertaking. Without limiting the Department's right to make such an appointment, the Department will consult with the Service Provider before it appoints a person to assist who is not the Auditor-General for the Commonwealth or a member of the staff of the Australian National Audit Office (as defined in section 40 of the *Auditor-General Act 1997 (Cth)*).
- (e) Each Party must bear its own costs of any audits.

#### **44. ACCESS TO THE SERVICE PROVIDER'S PREMISES AND RECORDS**

##### **44.1 Grant of Access**

- (a) For the purposes of **clauses 43.2 and 44**, the Service Provider must, and must ensure that its Subcontractors, grant the Department and its nominees access as required by the Department, to:
  - (i) the Service Provider's premises; and
  - (ii) Data, Records, accounts and other financial material or Material relevant to the performance of this Contract, however and wherever stored or located, under the Service Provider's or its Subcontractors' custody, possession or control for inspection and/or copying.
- (b) In the exercise of the general rights granted by **clause 44.1(a)**, the Department must use reasonable endeavours not to interfere with the Service Provider's performance under this Contract in any material respect.

##### **44.2 Facilities to be Made Available**

In the case of documents or Records stored on a medium other than in writing, the Service Provider must make available on request at no additional cost to the Department such reasonable facilities as may be necessary to enable a legible reproduction to be created.



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#### **44.3 Commonwealth and Immigration Ombudsman, Auditor-General, Privacy Commissioner and Australian Human Rights Commission**

- (a) Subject to **clause 43.2(a)**, and without limiting any other provision of this Contract, the Commonwealth and Immigration Ombudsman or a delegate of the Commonwealth and Immigration Ombudsman, the Commonwealth Auditor-General or a delegate of the Commonwealth Auditor-General, the Privacy Commissioner or a delegate of the Privacy Commissioner, or the Australian Human Rights Commission or a delegate of the Australian Human Rights Commission for the purpose of performing the Commonwealth and Immigration Ombudsman's, Auditor-General's, Privacy Commissioner's or the Australian Human Rights Commission's statutory functions and/or powers respectively, may, at reasonable times:
- (i) access the premises of the Service Provider;
  - (ii) contact and engage with the Service Provider, its employees, agents or subcontractors;
  - (iii) require the provision by the Service Provider, its employees, agents or subcontractors, of Records and other information which are related to this Contract; and
  - (iv) access, inspect and copy documentation and Records or any other matter relevant to the Service Provider's obligations or performance of this Contract, however stored, in the custody or under the control of the Service Provider, its employees, agents or subcontractors.
- (b) The Service Provider must, and must ensure that Service Provider Personnel and Subcontractors, cooperate with any enquiries or investigations by the Commonwealth and Immigration Ombudsman or a delegate of the Commonwealth and Immigration Ombudsman, the Commonwealth Auditor-General or a delegate of the Auditor-General, the Privacy Commissioner or a delegate of the Privacy Commissioner, or the Australian Human Rights Commission or a delegate of the Australian Human Rights Commission.
- (c) Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Commonwealth and Immigration Ombudsman or a delegate of the Commonwealth and Immigration Ombudsman, the Commonwealth Auditor-General or a delegate of the Commonwealth Auditor-General, the Privacy Commissioner or a delegate of the Privacy Commissioner, or the Australian Human Rights Commission or a delegate of the Australian Human Rights Commission.

#### **44.4 Survival of Clause**

This **clause 44** applies for the Term and for a period of seven years from the date of its expiration or termination.

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## PART 13 – INFORMATION MANAGEMENT

### 45. INTELLECTUAL PROPERTY

#### 45.1 Intellectual Property Rights

- (a) Intellectual Property rights over any Contract Material vest immediately upon its creation in the Department.
- (b) The Parties acknowledge that:
  - (i) the provision of Department Material to the Service Provider does not in any way affect the ownership of any Intellectual Property rights in the Department Material; and
  - (ii) except as specified in this Contract, the provision of Service Provider Material does not in any way affect the ownership of any Intellectual Property rights in the Service Provider Material.

#### 45.2 Grant of Licences

- (a) The Service Provider grants to the Department a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence, including the right to sublicense, to use, reproduce, modify and adapt any Intellectual Property rights in any Service Provider Material in conjunction with any Contract Material.
- (b) The Service Provider shall obtain from any relevant person, permission to use any and all Intellectual Property which may be required in order for the Service Provider to perform the Services. Such permission to use Intellectual Property shall include all necessary licences and other government approvals.
- (c) The Service Provider must ensure that the Department is granted a licence from any Subcontractor on the same terms as **clause 45.2(a)**.
- (d) The Department grants the Service Provider for the Term a royalty-free, world-wide, non-exclusive licence, including the right to sublicense, to use, reproduce, modify and adapt any Intellectual Property rights in the Contract Material and Department Material to the extent necessary and for the sole purpose of performing its obligations under this Contract.

#### 45.3 Moral Rights

Each Party:

- (a) acknowledges that Moral Rights will accrue to the relevant individual authors of copyright Material, which may include their respective employees and the authors of copyright Material obtained from their respective contractors; and
- (b) must obtain consents from relevant Moral Rights holders to ensure that the Parties and any other person who may at any time acquire a right in respect of the copyright Material may use that Material for or treat the work in any manner they

desire in respect of the uses for which that copyright Material was created without infringing Moral Rights.

#### **45.4 Intellectual Property Warranty**

The Service Provider warrants that the exercise by the Department of any of its rights under this Contract or in relation to Intellectual Property comprised in the Material provided to the Department, or otherwise licensed by the Service Provider to the Department pursuant to this Contract does not and will not infringe the Intellectual Property rights of any person.

#### **45.5 Intellectual Property Indemnity**

- (a) The Service Provider must indemnify, keep indemnified, and hold harmless the Department, and any other person acting on the Department's behalf (**Indemnified Persons**), against any and all liability, loss, damage, costs (including the costs of any settlement and legal costs and expenses on a solicitor/client basis), compensation or expense whatsoever incurred by any Indemnified Person, arising out of any action, claim demand or proceeding brought or made against an Indemnified Person, by any person in respect of any infringement or alleged infringement of that person's Intellectual Property rights, if and to the extent that the infringement or alleged infringement is caused by any breach by the Service Provider of the warranty in **clause 45.4**.
- (b) For the purposes of **clause 45.5(a)** "infringement" includes authorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.

#### **45.6 Survival of Clause**

This **clause 45** survives the expiration or termination of this Contract.

### **46. SERVICE PROVIDER'S CONFIDENTIAL INFORMATION**

#### **46.1 Protection of Service Provider's Confidential Information**

- (a) The Department will take all reasonable steps to ensure that it does not make public or disclose the Service Provider's Confidential Information listed in **Schedule 10** (Confidential Information).
- (b) This clause does not prevent the Department from disclosing any information provided by the Service Provider:
  - (i) to its auditors and professional advisers on terms consistent with the terms on which the receiving party makes available its own confidential information to such persons and (to the extent they provide for a higher level of duty) the confidentiality terms of this Contract;
  - (ii) to any Government Agency;

- (iii) to any Commonwealth Minister;
  - (iv) to any House or Committee of the Parliament of the Commonwealth of Australia; or
  - (v) in accordance with any relevant Australian Government Policy.
- (c) If any Service Provider's Confidential Information is disclosed pursuant to **clause 46.1(b)**, the Department will take all reasonable steps to ensure that such information is treated as confidential by such Government Agencies and their personnel.
- (d) For the avoidance of doubt, the Parties acknowledge that the terms and conditions of this Contract are not the Service Provider's Confidential Information.

## **47. DEPARTMENT INFORMATION**

### **47.1 Protection of Department Information**

The Service Provider must not, and must ensure that a Subcontractor does not, release any information relating to any aspect of:

- (a) Services provided under this Contract;
- (b) service delivery and/or performance in relation to matters contained in the Immigration Detention and Removal function;
- (c) operational matters relating to Removal;
- (d) this Contract, including the Schedules and Attachments;
- (e) surveillance tapes; or
- (f) any Department Confidential Information,

without the prior written approval of the Contract Administrator.

### **47.2 Provision of Department Information to Service Provider Personnel and Subcontractors**

- (a) The Service Provider must not permit any director, officer, employee, agent or Subcontractor of the Service Provider to have access to the Department's Confidential Information until such time as that director, officer, employee, agent or sub-contractor has entered into a Confidentiality Deed Poll and a Deed of Non-disclosure of Personal Information in accordance with **clause 21.3**.
- (b) The Contract Administrator may at any time require the Service Provider to provide the original version of any undertaking signed by Service Provider Personnel in accordance with **clause 21.3**.
- (c) The Service Provider:

- (i) must, at its cost, take all reasonable steps to ensure that the Confidential Information of the Department and all records of it are kept under the Service Provider's effective control and are secure from theft, loss, damage and unauthorised access, modification, use and disclosure; and
- (ii) notify the Department in writing immediately if the Service Provider becomes aware of:
  - (A) any actual, suspected or likely breach by the Service Provider of this **clause 47**; or
  - (B) any actual, suspected, likely or threatened theft, loss, damage or unauthorised access, modification, use or disclosure of any Department Confidential Information.

### 47.3 Scope and Survival of Confidentiality Obligations

- (a) The obligations of the Parties under **clauses 46 and 47** will not be taken to have been breached to the extent that the relevant Confidential Information:
  - (i) is disclosed by a Party to its Personnel solely in order to comply with obligations or to exercise rights under this Contract and, in the case of Service Provider Personnel, they have signed the undertakings specified in **clause 21.3**;
  - (ii) is in the public domain otherwise than as a result of a breach of an obligation of confidentiality; or
  - (iii) is authorised or required by Law to be disclosed, or by an order of any court or tribunal of competent jurisdiction.
- (b) Where a Party discloses Confidential Information to another person pursuant to **clause 47.3(a)(i)**, that Party must notify the receiving person of the confidential nature of the information being disclosed.
- (c) If a Party is required to disclose any Confidential Information in the circumstances outlined in **clause 47.3(a)(iii)**, each Party must:
  - (i) notify the other in writing with details of the Confidential Information required to be disclosed and the person to whom disclosure is to be made, so that other Party has sufficient notice, at its option, to oppose or restrict disclosure or seek a protective order or other means of preserving the confidentiality of the Confidential Information or agree on the form and content of disclosure; and
  - (ii) if disclosure cannot be avoided:
    - (A) only disclose the Confidential Information to the extent legally required;

- (B) use its best endeavours to ensure that any Confidential Information is kept confidential; and
- (C) follow any reasonable directions of the other Party concerning the disclosure.
- (d) The obligations under **clauses 46 and 47** continue, notwithstanding the expiry or termination of this Contract.
- (e) For the avoidance of doubt, nothing in **clauses 46 and 47** derogates from any obligation which the Service Provider may have either under the *Privacy Act 1988* (Cth) or under this Contract in relation to the protection of Personal Information, as defined in that Act.

## **48. PRIVACY**

### **48.1 Definitions**

The following definitions apply to and are used in this **clause 48**:

- (a) **Permitted Purpose** means a purpose for which the Service Provider may collect, use, disclose or handle Personal Information as specified or contemplated in this Contract;
- (b) **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (c) **Personal Information of the Department** means Personal Information held by the Department and provided to the Service Provider by the Department in connection with this Contract or otherwise accessed by or disclosed to the Service Provider in the course of providing the Services, including Personal Information about People in Detention;
- (d) **Privacy Act** means the *Privacy Act 1988* (Cth); and
- (e) **Privacy Legislation** means the Privacy Act and any other privacy legislation applicable to the performance of this Contract by the Service Provider.

### **48.2 Privacy Obligations**

The Service Provider must:

- (a) comply with the Information Privacy Principles set out in section 14 of the Privacy Act which concern the security, use and disclosure of Personal Information of the Department with respect to any act done or practice engaged in by the Service Provider for the purposes of this Contract, in the same way and to the same extent as if it were a Government Agency;

- (b) comply with its obligations arising under or in connection with the Privacy Legislation in respect of any information that comprises Personal Information about People in Detention (and people who have been in detention) or Department Personnel or the Service Provider Personnel; and
- (c) comply with any policy guidelines laid down by the Department or issued by the Privacy Commissioner from time-to-time relating to the handling, collection, storage, access, alteration, use or disclosure of Personal Information.

### 48.3 Permitted Disclosures

- (a) The Service Provider must not disclose any Personal Information of the Department to any person without first obtaining the Department's written consent, except:
  - (i) to the extent necessary for a Permitted Purpose; and
  - (ii) in accordance with its rights or obligations under this Contract.
- (b) Despite the restrictions otherwise set out in this Contract, the Service Provider's obligations of confidence do not apply to any Personal Information that the Service Provider is required to disclose:
  - (i) by Law or by an order of any court or tribunal of competent jurisdiction; or
  - (ii) by any Government Agency, stock exchange or other regulatory body having the legal right to require the disclosure.
- (c) In relation to a disclosure or proposed disclosure referred to in **clause 48.3(b)**, the Service Provider must:
  - (i) immediately upon becoming aware that it may be required to disclose Personal Information, notify the Department in writing with details of the Personal Information required to be disclosed and the person to whom disclosure is to be made, so that the Department has sufficient notice, at its option, to oppose or restrict disclosure or seek a protective order or other means of preserving the confidentiality of the Personal Information or agree on the form and content of disclosure; and
  - (ii) if disclosure cannot be avoided:
    - (A) only disclose Personal Information of the Department to the extent legally required;
    - (B) use its best endeavours to ensure that any Personal Information of the Department is kept confidential; and
    - (C) follow any reasonable directions of the Department concerning the disclosure.

#### 48.4 Permitted Uses

The Service Provider must not use any Personal Information of the Department, without first obtaining the Department's written consent, except:

- (a) to the extent necessary for one or more of the Permitted Purposes; or
- (b) in accordance with its rights and obligations under this Contract.

#### 48.5 Copies and Other Records

The Service Provider may make Records of the Personal Information of the Department, or allow Records to be made, but only to the extent necessary for a Permitted Purpose.

#### 48.6 Security

The Service Provider must, at its cost:

- (a) take all reasonable steps to ensure that the Personal Information of the Department and all Records of it are kept under the Service Provider's effective control and are secure from theft, loss, damage and unauthorised access, modification, use and disclosure; and
- (b) notify the Department in writing immediately if the Service Provider becomes aware of:
  - (i) any actual, suspected or likely breach by the Service Provider of this **clause 48** or the National Privacy Principles; or
  - (ii) any actual, suspected, likely or threatened theft, loss, damage or unauthorised access, modification, use or disclosure of any Personal Information of the Department.

#### 48.7 Privacy Commissioner

- (a) The Service Provider is to advise the Contract Administrator within two Business Days of it becoming aware of the Privacy Commissioner initiating any action under the Privacy Act relevant to the Service Provider and its performance under this Contract including:
  - (i) advice from the Privacy Commissioner's office that it is investigating a complaint against the Service Provider;
  - (ii) an audit by the Privacy Commissioner;
  - (iii) a request by the Privacy Commissioner to be provided access to the Service Provider's premises; and
  - (iv) an injunction against the Service Provider being sought by the Privacy Commissioner.



- (b) The Service Provider must cooperate with any reasonable demands or inquiries made by the Privacy Commissioner.
- (c) The Service Provider must keep the Contract Administrator informed of the conduct, progress and outcome of any action, including but not limited to any determination made by the Privacy Commissioner.
- (d) The Service Provider agrees to comply with any direction from the Contract Administrator to comply with a determination made by the Privacy Commissioner.
- (e) If the Service Provider has not complied with the determination made by the Privacy Commissioner within 10 Business Days, the Department may, to the extent possible and at the Service Provider's cost, comply with the determination on the Service Provider's behalf.

#### **48.8 Return or Destruction of Records**

On the earlier of:

- (a) the Department's request;
- (b) when no longer required for a Permitted Purpose; and
- (c) the expiry or termination of this Contract,

the Service Provider must as soon as practicable, at its cost:

- (d) stop using and disclosing any Personal Information of the Department or People in Detention; and
- (e) deliver to the Department, or, at the Department's request and direction, destroy, erase or de-identify, all tangible and intangible Records of the Personal Information of the Department or People in Detention (whether prepared by or for the Service Provider or the Department or any other person) in the possession, custody or control of the Service Provider or any person to whom it has given access to these Records, whether or not in accordance with this Contract.

#### **48.9 No Release**

The Service Provider's compliance with this **clause 48** does not release it from any of its other obligations under this Contract or otherwise.

#### **48.10 Indemnity**

The Service Provider indemnifies the Department against any loss, liability or expense suffered or incurred by the Department which arises directly or indirectly from a breach of this **clause 48**.

#### **48.11 Survival of Obligations**

The provisions of this **clause 48** survive the termination or expiration of this Contract.

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## **49. RECORDS MANAGEMENT**

### **49.1 Commonwealth Records**

- (a) The Service Provider will create, maintain, store and archive all Records required by this Contract in an orderly and efficient manner and in accordance with the requirements of this Contract and relevant Australian Government Policies.
- (b) Unless otherwise agreed between the Contract Administrator and the Service Provider in relation to a particular record or type of record, all Records created pursuant to this Contract become upon their creation and remain the property of the Department. All such Records will be deemed to be Commonwealth Records.
- (c) The Contract Administrator may at any time inspect Commonwealth Records or require that they be transferred to the custody of the Contract Administrator.
- (d) The Service Provider must not arrange for, nor effect, a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the Contract Administrator, nor shall the Service Provider remove any such record, without the prior written approval of the Contract Administrator.
- (e) Where the Contract Administrator authorises the transfer of custody of Commonwealth Records to the Service Provider, the Service Provider must comply in every respect with the requirements of the *Archives Act 1983* (Cth) or guidelines issued by the National Archives of Australia and/or the Department.
- (f) The Service Provider must comply with any direction given by the Department for the purpose of transferring Commonwealth Records to the Department.

## **50. DATA SECURITY**

### **50.1 Acknowledgement**

The Service Provider acknowledges and agrees that:

- (a) the Department holds and deals with highly sensitive information; and
- (b) the Department is concerned that such information is not improperly used or disclosed contrary to this Contract or any Laws.

### **50.2 Use of Department Data**

The Service Provider must:

- (a) use Department Data only for purposes directly in relation to the supply of the Services and the performance of its obligations under this Contract;
- (b) not make any Department Data available to any third party other than a Subcontractor and then only to the extent necessary to enable the Subcontractor to perform its part of the Services;

- (c) keep Department Data in its possession, or under its control, safe and secure; and
- (d) prevent the theft, loss, damage, destruction, alteration and unauthorised access, use and disclosure of Department Data in its possession, including by the establishment and maintenance of safeguards, that:
  - (i) are no less rigorous than those maintained by:
    - (A) the Service Provider in respect of Service Provider's Confidential Information; and
    - (B) the Department; and
  - (ii) comply with all procedures specified in this Contract, including:
    - (A) all data management and security requirements in **Schedule 2** (Statement of Work); and
    - (B) all Laws.

### **50.3 Compliance with Security Requirements**

The Service Provider must:

- (a) comply with all Commonwealth and Departmental data security requirements in respect of access to, use or disclosure of Department Data;
- (b) prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to Department Data; and
- (c) notify the Department immediately and comply with all directions of the Department if the Service Provider becomes aware of any contravention of Commonwealth or Departmental data security requirements.

### **50.4 Records**

- (a) The Service Provider must keep full and accurate Records of the location of all Department Data and must include in the reports referred to in **clause 42** sufficient information to ensure the Department is kept fully informed about the nature and location of any database containing Department Data.
- (b) The Service Provider must, on request by the Department at any time, provide to the Department any Department Data which relates to People in Detention, which Data may be used, copied, modified or disclosed for Department purposes.

## **51. PROVISION OF INFORMATION**

### **51.1 Sharing of Information**

The Parties are seeking to foster an open environment where, subject to the requirements of **clauses 48 to 50**, information regarding People in Detention is shared between the

Department and the Service Provider in a pro-active manner, in order to enhance the well-being of People in Detention.

## 51.2 Department's Nominated Information Technology System

- (a) The Department will provide certain Service Provider Personnel with access to parts of the Department's nominated information technology system relevant to their role, as determined by the Department in its absolute discretion.
- (b) The Department may require that Service Provider Personnel obtain a higher level of security clearance than that required under **Schedule 2** (Statement of Work) prior to providing access to a part of the Department's nominated information technology system. The Service Provider must ensure that Service Provider Personnel provide the information required by the Department in order to obtain the relevant security clearance, and the cost of the security clearance will be borne by the Department.
- (c) The Service Provider must provide any computers, hardware, software peripherals and other devices which are not provided by the Department which are required in order to access and use the Department's nominated information technology system.
- (d) The Department does not warrant the efficacy of the Department's nominated information technology system, or the currency of the information contained in it, and the Service Provider will not be relieved of any obligation under this Contract as a result of its reliance on information obtained from the Department's nominated information technology system.

## 52. REPORTS

- (a) The Service Provider must submit electronic Reports:
  - (i) at the intervals identified in **Schedule 4.3** (Reporting Requirements); and
  - (ii) in a form and covering the subject matter identified in **Schedule 4.3** (Reporting Requirements).
- (b) The Department may require the Service Provider to prepare and submit additional reports to those identified in **Schedule 4.3** (Reporting Requirements). In that event, the Parties will agree on the scope, timing and cost of the report.
- (c) The Service Provider must regularly liaise with, and promptly and fully respond to any questions of, the Contract Administrator in relation to any Reports submitted in accordance with this **clause 52**.
- (d) The Department may, at its own cost, seek to independently verify any Reports provided by the Service Provider under this **clause 52** and, in which case, the Service Provider must provide reasonable cooperation to the Department (or its officers or agents).

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## 53. ARCHIVES ACT

- (a) The Service Provider must at all times comply with the requirements of the *Archives Act 1983* (Cth) relating to the Service Provider's dealing with Commonwealth Records (as that phrase is defined in the *Archives Act 1983* (Cth)).
- (b) Without limiting the obligation in **clause 53(a)**, the Service Provider must, in particular, comply with the requirements of section 24 of the *Archives Act 1983* (Cth) dealing with the disposal, destruction or transfer of Commonwealth Records and such dealings must accord with the requirements of the National Archives of Australia.

## 54. PUBLICITY, MEDIA AND EXTERNAL RELATIONSHIP MANAGEMENT

### 54.1 Publicity and Media to be Managed by the Department

- (a) The Service Provider acknowledges and agrees that the Department will have management and control of:
  - (i) all publicity, dealings with, inquiries from, comments to or other matters related to the media that are directly or indirectly related to this Contract including, without limitation, regarding the Department and any matter related to the Services, any People in Detention, or the relationship or issues between the Service Provider and the Department; and
  - (ii) the relationship and dealings with Stakeholders and external parties (including industry groups, special interest or lobby groups, and the community), except to the extent that such contact has been approved by the Department in writing.
- (b) Any contact with or release to the media which specifically names the Service Provider is to be approved by the Service Provider prior to any statement being made or material being released, which consent or approval must not be unreasonably withheld or delayed.

### 54.2 Service Provider Not to Make Public Statements

The Service Provider must not, and will ensure that its officers, employees, directors, contractors and agents do not:

- (a) make any public statement;
- (b) release any information to, make any statement or comment to, deal with any inquiry from or otherwise assist or advise the media;
- (c) publish, distribute or otherwise make available any information or material to third parties,

that concerns or is related to or which might reasonably be expected to affect:

- (d) the Department, its personnel, officers, agents or contractors (whether specifically referred to or not);
- (e) the Services;
- (f) the relationship between the Parties; or
- (g) any other matter directly or indirectly related to this document,  
other than:
  - (h) to direct any such inquiry to the Department;
  - (i) as is specifically authorised by and to the minimum extent necessary to fulfil the Service Provider's obligation under this Contract or comply with the Law; or
  - (j) as may be otherwise specifically authorised in writing by the Department.

## **PART 14 - INTERRUPTIONS TO SERVICE DELIVERY**

### **55. FORCE MAJEURE**

#### **55.1 Force Majeure Notice**

If the Service Provider becomes aware of any matter likely to constitute a Force Majeure Event affecting its performance of any of its obligations under this Contract, the Service Provider must provide notice of that fact to the Contract Administrator, together with particulars of its probable impact on Contract performance, within 24 hours of becoming so aware.

#### **55.2 Suspension Notice**

In addition to any notice given under **clause 55.1**, the Service Provider must give the Contract Administrator a suspension notice as soon as possible, but not later than two days, after any Force Majeure Event occurs, containing:

- (a) full particulars of the Force Majeure Event;
- (b) its nature and an estimate of its likely duration; and
- (c) the obligations affected by it, and the nature and extent of its effect on those obligations.

#### **55.3 Management of Force Majeure Event**

- (a) The Service Provider must comply with all directions of the Contract Administrator or Department Regional Manager in relation to the Force Majeure Event, or the effects of the Force Majeure Event.
- (b) Subject to **clause 55.3(a)**, the Service Provider must take all reasonable steps to avoid being, or to mitigate the extent to which it is, prevented from meeting its

obligations or achieving the relevant Indicator Metrics and Key Performance Indicators as a result of the Force Majeure Event.

#### **55.4 Meeting Between the Parties**

The Parties will meet within two Business Days of the suspension notice being issued to discuss any additional measures that may be necessary to maintain as much as possible the effective and timely provision of Services.

#### **55.5 Suspension of Obligations**

- (a) Subject to **clause 55.9**, if the Service Provider is prevented from performing an obligation under this Contract by reason of the Force Majeure Event, the obligation will be suspended from the date the Service Provider gives a suspension notice in respect of that Force Majeure Event until the cessation of the Force Majeure Event.
- (b) If an obligation is suspended pursuant to **clause 55.5(a)** the Service Provider will be entitled to:
  - (i) an extension of any time limit for the performance of such obligation under this Contract; and
  - (ii) an adjustment of the measurement of the Service Provider's performance against any relevant Key Performance Indicator,

providing that the Service Provider has complied fully with the requirements of this **clause 55** and can demonstrate to the satisfaction of the Contract Administrator that the obligations affected by the claimed Force Majeure Event cannot be reasonably accommodated within the existing applicable timeframe.

- (c) Where the Force Majeure Event is the exercise of a step in right by the Department under **clause 57** then **clause 55.5(a)** shall only apply to the extent that the Service Provider is prevented from performing an obligation other than an obligation in which has been suspended under **clause 57.1(a)**.

#### **55.6 Termination**

The Department may terminate this Contract in accordance with **clause 67.3(i)**.

#### **55.7 Service Provider Must Update Contract Administrator**

- (a) The Service Provider must keep the Contract Administrator informed at reasonable intervals during any suspension and upon the request of the Contract Administrator, provide written advice to the Contract Administrator of:
  - (i) the estimate of the likely duration of the Force Majeure;
  - (ii) the action taken and the action proposed by the Service Provider to mitigate or minimise the effects of that Force Majeure Event including any temporary measures; and

- (iii) any other matter relevant to the Force Majeure Event or the Service Provider's obligations.
- (b) The Service Provider must give immediate notice to the Contract Administrator of the cessation of a Force Majeure Event and must as soon as reasonably possible after cessation of that Force Majeure Event, resume performance of any obligation suspended as a result of it.

### **55.8 Alternative Supply and Fee Reduction**

During the suspension of any obligation, the Contract Administrator may:

- (a) make alternative arrangements for the performance whether by another person or otherwise of any obligation so suspended without incurring any liability to the Service Provider; and
- (b) reduce the Detention Services Fee to exclude any amount otherwise payable for the suspended obligation.

### **55.9 Payments, Unconditional Financial Undertaking and Performance Guarantee**

This clause does not apply to any obligation by the Service Provider to pay money or provide an Unconditional Financial Undertaking or Performance Guarantee.

## **56. INCIDENTS**

### **56.1 Incident Prevention**

- (a) The Service Provider must use its reasonable endeavours to prevent Incidents from occurring.
- (b) The Service Provider must actively and continually assess its current and planned activities and areas of responsibility for potential Incidents and implement plans, practices and procedures to prevent potential Incidents from occurring and, if despite all efforts such Incidents should occur, to minimise the extent and duration of any Incident and related damage or other adverse consequence and respond to and deal with Incidents in which it is involved in a timely and professional manner and with appropriate discretion so as to protect the interests of the Department.

### **56.2 Notification of Incidents**

Upon an Incident occurring or the Service Provider becoming aware that an Incident is likely to occur, the Service Provider must comply with the notification requirements set out in **Schedule 2** (Statement of Work) and:

- (a) immediately implement the provisions of the Incident Management Protocols insofar as they relate to the Incident; and
- (b) as far as possible, continue delivering the Services in accordance with this Contract.



### 56.3 Incident Response and Management

- (a) The Service Provider must ensure that all resources and expertise that may be necessary to rapidly respond to and effectively deal with an Incident will be rapidly marshalled and effectively deployed, coordinated and managed so as to protect the interests of the Department. The Service Provider must ensure that safety, environment protection and security are a priority concern in the Incident response.
- (b) In managing any Incident, the Service Provider must, in addition to any other obligations under this Contract:
  - (i) comply with the Incident Management Protocols;
  - (ii) ensure, as much as possible, the safety of all People in Detention and other people located in and around the Facility;
  - (iii) ensure, as much as possible, continued compliance with the Guiding Principles and Core Operating Principles;
  - (iv) minimise the disruption to the ordinary operation and management of the Facility; and
  - (v) minimise damage to the Facility.
- (c) During and after an Incident, the Department will continue to pay the Detention Services Fee to the extent the Services continue to be provided by the Service Provider in accordance with this Contract. Except as expressly provided in this Contract, the Service Provider is responsible for all costs of and incidental to the management and operation of the Facility including the provision of the Services during and after an Incident.

### 56.4 Joint Development of Incident Management and Response Policies

The Service Provider must actively contribute to the ongoing maintenance and development of the Department's Incident management and response policies and procedures both generally and specifically related to this document. In particular the Service Provider must:

- (a) be an active participant in any Incident management structure that covers the Department's operations including the Services provided under this Contract;
- (b) be seen as an Incident prevention and management champion and role model;
- (c) be an active participant in Incident analysis, debriefing, organisational learning, training and simulation exercises;
- (d) ensure Incident management and response policies and procedures, training and risk management have a high profile and are diligently pursued throughout the Service Provider's operations; and

- (e) promptly advise the Department of any matter, fact or circumstance that the Service Provider believes is or may not be adequately dealt with by Incident Management Protocols policies or procedures or their related training, awareness and compliance programmes.

## **57. STEP IN RIGHTS**

### **57.1 Step-in**

- (a) At any time if:
  - (i) the Department is entitled under **clause 67** to terminate this Contract; or
  - (ii) the Secretary considers that circumstances exist which require the Department's intervention,

the Department may, in its absolute discretion, suspend the performance of any service by the Service Provider, arrange for the Department or a third party to perform such suspended service or otherwise intervene in the management of a Facility by giving written notice to the Service Provider (**Step-in Right**).

- (b) The Department's Step-in Right will continue until the circumstance giving rise to the Step-in Right have been rectified or cease to exist.
- (c) The Service Provider must cooperate with the Department during a step-in period including without limitation by ensuring compliance by the Service Provider and Service Provider Personnel with all directions given by the Department.
- (d) Nothing in this **clause 57.1** obliges the Department to exercise the powers given under this **clause 57.1**.
- (e) The exercise of the powers under this clause is without prejudice to any other rights the Department may have to enforce or terminate this Contract.
- (f) If the exercise of the Step-in Right was not due to a breach of Contract by the Service Provider, the Service Provider will be entitled to payment of any costs necessarily incurred as a result of compliance with its obligations under this **clause 57.1** which are not recovered through the Detention Services Fee.

## **PART 15 – REPRESENTATIONS AND WARRANTIES**

### **58. REPRESENTATIONS AND WARRANTIES**

#### **58.1 Service Provider Representations and Warranties**

The Service Provider represents and warrants that:

- (a) **(status)** it is a company limited by shares under the *Corporations Act 2001* (Cth);
- (b) **(power)** it has full legal capacity and power to:

- 
- (i) own its property and to carry on its business; and
    - (ii) enter into this Contract and to carry out the transactions that this Contract contemplates;
  - (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this Contract and its carrying out the transactions that this Contract contemplates;
  - (d) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
    - (i) enable it to properly execute this Contract and to carry out the transactions that this Contract contemplates;
    - (ii) ensure that this Contract is legal, valid, binding and admissible in evidence; or
    - (iii) enable it to properly carry on its business,and it is complying with any conditions to which any of these Authorisations is subject;
  - (e) **(documents effective)** this Contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and Laws affecting creditors' rights generally);
  - (f) **(no contravention)** neither its execution of this Contract nor the carrying out by it of the transactions that this Contract contemplates, does or will:
    - (i) contravene any Law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
    - (ii) contravene any Authorisation;
    - (iii) contravene any undertaking or instrument binding on it or any of its property;
    - (iv) contravene its constitution; or
    - (v) require it to make any payment or delivery in respect of any Financial Indebtedness before it would otherwise be obliged to do so;
  - (g) **(no litigation)** no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, threatened which, if adversely decided, could have a material adverse effect on it;
  - (h) **(Accounts):**

- 
- (i) the accounts and any other financial statements and reports that it has given to the Department have been prepared in accordance with the Law and (unless inconsistent with the Law) generally accepted accounting principles consistently applied;
    - (ii) the accounts that it has given to the Department give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up and of the results of operations of it and its subsidiaries for the period that they cover; and
    - (iii) there has been no change since the date of the most recent accounts that it has given to the Department that could have an adverse effect on it;
  - (i) **(no unpaid employee entitlements)** the Service Provider and its Subcontractors do not have any unpaid claims in respect of judicial decisions made against the Service Provider or its Subcontractors relating to employee entitlements;
  - (j) **(other information):**
    - (i) the other information and reports (if any) that it has given to the Department in connection with this Contract are true and accurate in all material respects and not misleading in any material respect (including by omission); and
    - (ii) any forecasts and opinions in them are fair and reasonable (and were made or formed after due inquiry and consideration by appropriate officers of the Service Provider),as at the Commencement Date or, if given later, when given;
  - (k) **(disclosure of relevant information)** it has disclosed to the Department all the information that is material to an assessment by the Department of the risks that it assumes by entering into this Contract;
  - (l) **(no filings or Taxes)** it is not necessary or desirable, to ensure that this Contract is legal, valid, binding or admissible in evidence, that this Contract or any other document be filed or registered with any Government Authority, or that any Taxes be paid;
  - (m) **(no default)** no breach of this Contract has occurred and is continuing, and it is not in breach of any other document or agreement in a manner that could have a material adverse effect on it or any of its subsidiaries;
  - (n) **(no security interest)** it will not create or permit to exist, and will ensure that none of its subsidiaries creates or permits to exist, any Security Interest over any of its property, other than a Permitted Security Interest; and
  - (o) **(no trust)** it is not entering into this Contract as trustee of any trust or settlement.

## 58.2 Repetition of Representations and Warranties

The representations and warranties in this clause are taken to be repeated every six months from the Commencement Date, on the basis of the facts and circumstances as at that date.

## 58.3 Reliance on Representations and Warranties

The Service Provider acknowledges that the Department has executed this Contract and agreed to take part in the transactions that this document contemplates in reliance on the representations and warranties that are made or repeated in this clause.

## 58.4 No Representations by the Department

The Service Provider acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Department in deciding to enter into this document or to exercise any right or perform any obligation under it.

# PART 16 – INDEMNITY AND INSURANCE

## 59. INDEMNITY

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

## 60. LIMITATION OF LIABILITY

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

## 61. PROPORTIONATE REDUCTION OF LIABILITY

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

## 62. INSURANCE

### 62.1 Service Provider Must Insure

The Service Provider must effect and maintain, or cause to be effected and maintained, the insurances as specified in **Schedule 13** (Insurance) on terms (including as to levels of excess or deductibles) approved by the Department, such approval not to be unreasonably withheld.

### 62.2 Duration of Insurance

The Service Provider must ensure that each of the insurances required by **clause 62.1** is maintained from the Commencement Date until the earlier of the performance of all Services or the termination of this Contract, except for professional indemnity insurance which must be maintained for at least seven years following the completion of all Services.

### 62.3 Reputable and Solvent Insurer

The Service Provider must ensure that each of the insurances required by **clause 62.1** (except statutory insurances) is taken out with reputable solvent insurers with a credit security rating of A- or better by Standard and Poors or an equivalent rating with another reputable rating agency acceptable to the Department.

### 62.4 Terms of Insurance

- (a) The Service Provider must ensure that the insurance required by **Section (g) of Schedule 13 (Insurance)** is effected for the benefit of the Service Provider and another party, for their respective rights and interests and includes:
- (i) a non-imputation clause, whereby the insurer agrees that any failure by any insured to observe and fulfil the terms of the policy or to comply with the terms of the policy or to comply with the insured's duty of disclosure does not prejudice the interests of any other insured; and
  - (ii) a clause whereby notice of a claim given to the insurer by any insured will be accepted by the insurer as notice of a claim given by all the insureds.
- (b) The Service Provider must ensure that the insurance required by **Section (a) of Schedule 13 (Insurance)** is effected in the name of the Service Provider and Service Provider Personnel, and the Department (but only for its vicarious liability and its liability as principal for breach of its non-delegable duty of care arising from the acts and omissions of the other insureds) and includes:
- (i) a cross liability clause, whereby the insurer agrees that the policy shall be construed as if a separate and distinct policy has been issued to each insured;
  - (ii) a waiver of subrogation clause, whereby the insurer agrees to waive all rights of subrogation, remedies or action to which it might become entitled by subrogation, contribution or assignment, against all or any of the persons comprising the insureds;
  - (iii) a non-imputation clause, whereby the insurer agrees that any failure by any insured to observe and fulfil the terms of the policy or to comply with the terms of the policy or to comply with the insured's duty of disclosure does not prejudice the interests of any other insured; and
  - (iv) a clause whereby notice of a claim given to the insurer by any insured will be accepted by the insurer as notice of a claim given by all the insureds.

### 62.5 Copies of Insurances and Certificates of Currency

The Service Provider must provide to the Contract Administrator a copy of the policy (except for statutory insurances) and a certificate of currency in respect of the insurances

referred to in **clause 62.1** evidencing compliance with the requirements of **clause 62** and **Schedule 13** (Insurance):

- (a) on the Commencement Date;
- (b) thereafter upon each policy renewal; and
- (c) on the Contract Administrator's reasonable written request.

#### **62.6 Service Provider's Insurance Obligations**

In relation to the insurance required by **clause 62.1**, the Service Provider must:

- (a) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;
- (b) punctually pay or cause to be paid all premiums when due;
- (c) comply with and abide by all the terms and conditions of the policies;
- (d) not do anything that would entitle the insurers to void, cancel or reduce their liability in respect of any claim;
- (e) not cancel, vary or allow any insurance policy to expire without the prior written consent of the Department;
- (f) reinstate or cause to be reinstated a policy if it lapses; and
- (g) do everything reasonably required to claim and to collect or recover monies due under any policy.

#### **62.7 Service Provider's Notification Obligations**

The Service Provider must notify the Contract Administrator immediately when the Service Provider:

- (a) becomes aware of any actual, threatened or likely claim under any of the insurances which the Service Provider is obliged to effect and maintain under **clause 62.1**, which could materially reduce the available limits or involve the Department and must reinstate any reduced limit if required by the Contract Administrator; or
- (b) receives a notice of cancellation in respect of any of the insurances which the Service Provider is obliged to effect and maintain under **clause 62.1**.
- (c) becomes aware that an insurer's security rating has fallen below A- with Standard & Poors or the equivalent rating with another recognised rating agency, and if requested by the Department, seek alternative equivalent insurance to replace the insurance held with such an insurer without unreasonable delay.

**62.8 Subcontractors' Insurance**

The Service Provider must ensure that all Subcontractors, agents and consultants retained by it to perform work in connection with this Contract are insured as required by **clause 62.1**, as is appropriate given the nature of the work to be performed by each such Subcontractor (including as to limits of indemnity).

**62.9 Service Provider's Liability Not Limited**

For the avoidance of doubt the provisions of this **clause 62** and **Schedule 13** (Insurance) are not to be read so as to reduce a Party's liability under any other provision of this Contract and compliance by the Service Provider with the provisions of this **clause 62** and **Schedule 13** (Insurance) does not limit the Service Provider's liability under any other provision of this Contract, at common law, or any other applicable statute.

**62.10 Adjustments for Property Insurance**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

**62.11 Uninsurable risks**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

**PART 17 – PERFORMANCE SECURITIES****63. UNCONDITIONAL FINANCIAL UNDERTAKING**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

**64. PERFORMANCE GUARANTEE**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

**PART 18 – DISPUTE RESOLUTION****65. DISPUTE RESOLUTION****65.1 Application**

Subject to the application of a relevant limitation period, a Party must not commence proceedings in any court or tribunal in relation to any Dispute unless:

- (a) that Party has complied with the requirements of this **clause 65** and the dispute remains unresolved in accordance with **clause 65.4**; or



- (b) the proceedings are brought in accordance with **clause 65.9**.

### **65.2 Conditions Precedent to a Dispute Being Dealt With Under This Clause**

- (a) If a Dispute arises, a Party must give the other Party an Initial Notice in respect of the Dispute. From the giving of the Initial Notice, the Parties have 40 Business Days to resolve the Dispute by negotiation.
- (b) If a Dispute is resolved in accordance with **clause 65.2(a)**, the Parties must immediately detail the agreement in writing. The agreement must clearly state the Dispute and basis upon which it has been resolved. If only part of the Dispute is resolved, the agreement must state which part of the Dispute has been resolved and the basis upon which that part has been resolved.
- (c) If a written agreement is not produced pursuant to **clause 65.2(b)** in relation to all or part of the Dispute within 40 Business Days after the giving of the Initial Notice, the Dispute (or that part of the Dispute in respect of which there is no written agreement) is deemed to be unresolved.
- (d) Where an Initial Notice has been given under **clause 65.2(a)** by either Party, the Department may, at any time prior to the expiration of 40 Business Days, give to the Service Provider an expedition notice requiring a Dispute Notice to be issued in accordance with **clause 65.3(b)**.

### **65.3 Negotiation Between Service Authority and the Contract Authority**

- (a) If a Dispute or part of a Dispute is unresolved in accordance with **clause 65.2(c)**, or if an expedition notice has been given under **clause 65.2(d)**, the Party who gave the Initial Notice must give to the other Party a Dispute Notice in accordance with **clause 65.3(b)**.
- (b) The Dispute Notice must:
- (i) be in writing;
  - (ii) state that it is given pursuant to this **clause 65.3**;
  - (iii) include or be accompanied by reasonable particulars of the Dispute including:
    - (A) a brief description of the circumstances in which the Dispute arose;
    - (B) references to any:
      - (I) provisions of the Contract;
      - (II) direction, instruction or document; or
      - (III) acts or omissions of any person, relevant to the Dispute;

- (C) the amount in dispute (whether a monetary amount, or expressed by reference to some other commodity) and, if not known, the best estimate available; and
  - (D) if part of the Dispute has been resolved, a copy of the agreement pursuant to **clause 65.2(b)**; and
- (iv) be given no later than 10 Business Days after the Dispute or part of the Dispute is deemed to be unresolved in accordance with **clause 65.2(c)** or the date on which an expedition notice has been given under **clause 65.2(d)**.
- (c) Within 20 Business Days of the giving of a Dispute Notice, the Service Authority and the Contract Authority must meet at places and times agreed by them to attempt to resolve the Dispute.
  - (d) The Parties must ensure that their representatives at all meetings make genuine efforts to resolve the Dispute.
  - (e) If the Dispute or part of the Dispute is resolved within 20 Business Days of the giving of the Dispute Notice, the Service Authority and the Contract Authority must immediately detail the agreement in writing. The agreement must clearly state the Dispute and the basis upon which it has been resolved. If only part of the Dispute is resolved, the agreement must state which part of the Dispute has been resolved and the basis upon which that part has been resolved.
  - (f) If a written agreement is not produced pursuant to **clause 65.3(e)** in relation to all or part of the Dispute within 20 Business Days after the giving of the Dispute Notice, the Dispute or that part of the Dispute in respect of which there is no written agreement is deemed to be unresolved.

#### **65.4 Negotiation by Service Provider's Chief Executive Officer and the Department's Deputy Secretary (Together, Senior Managers)**

- (a) If a Dispute or part of a Dispute is unresolved as detailed in **clause 65.3(f)**, the Party who gave the Dispute Notice must give a Second Dispute Notice in accordance with **clause 65.4(b)**.
- (b) The Second Dispute Notice must:
  - (i) be in writing;
  - (ii) state that it is made pursuant to this **clause 65.4**;
  - (iii) annex a copy of the Dispute Notice (and any accompanying documents) given pursuant to **clause 65.3(b)** together with any documents which the Party giving the Second Dispute Notice considers would further assist the Senior Managers in resolving the Dispute;
  - (iv) if part of the Dispute has been resolved, annex a copy of the agreement prepared pursuant to **clause 65.2(b)** or **65.3(e)**; and

- (v) be given no later than 10 Business Days after a Dispute or part of a Dispute is deemed to be unresolved in accordance with **clause 65.3(f)**.
- (c) Within 20 Business Days of the giving of a Second Dispute Notice, the Senior Managers must meet at places and times agreed by them to attempt to resolve the Dispute.
- (d) Each Party must ensure that their Senior Manager makes genuine efforts to resolve the Dispute.
- (e) If the Dispute or part of the Dispute is resolved within 20 Business Days of the giving of the Second Dispute Notice, the Senior Managers must immediately detail the agreement in writing. The agreement must clearly state the Dispute and the basis upon which it has been resolved. If only part of the Dispute is resolved, the agreement must state which part of the Dispute has been resolved and the basis upon which that part has been resolved.
- (f) If a written agreement is not produced pursuant to **clause 65.4(e)** in relation to all or part of the Dispute within 20 Business Days after the giving of the Second Dispute Notice, the Department's Deputy Secretary may, within 40 Business Days of the Second Dispute Notice, give notice to the Service Provider that the Dispute or any part of the Dispute is thereby:
  - (i) referred for expert determination in accordance with **clause 65.5**;
  - (ii) referred for expedited arbitration in accordance with **clause 65.6**; or
  - (iii) referred for mediation in accordance with **clause 65.7**.
- (g) If:
  - (i) there is no referral under **clause 65.4(f)** within 40 Business Days of the giving of the Second Dispute Notice;
  - (ii) the referral under **clause 65.4(f)** does not deal with part of the Dispute, or
  - (iii) the Parties have fully complied with **clause 65.5, 65.6** and/or **65.7**;the Dispute, or that part of the Dispute that is not dealt with, is deemed to be unresolved.

### **65.5 Expert Determination**

- (a) The expert determination must be conducted in accordance with the Institute of Arbitrators and Mediators Australia (IAMA) Expert Determination Rules as published from time to time.
- (b) The expert determination must be conducted:

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- (i) by an expert agreed upon between the Parties, with that agreement to be reached within five Business Days of the referral pursuant to **clause 65.4(f)(i)** or such further period as the Department's Deputy Secretary may reasonably determine; or
  - (ii) if the Parties are unable to agree on the identity of the expert to be appointed within the time period detailed in **clause 65.5(b)(i)**, on the application of either Party, by an expert nominated by the President for the time being of IAMA, or such person authorised by the President to make the appointment, where that expert accepts appointment as an expert.
- (c) The Parties must promptly sign whatever reasonable terms of engagement the expert requires (including any indemnity), but if one of them does not so sign, the other may engage the expert by itself.
- (d) In respect of any Dispute or part of a Dispute that is referred to expert determination:
- (i) the Parties must agree on the terms of reference and the matters to be determined by the expert within 10 Business Days of the referral pursuant to **clause 65.4(f)(i)**, failing which the terms of reference will be clarified in accordance with the IAMA Expert Determination Rules; and
  - (ii) each Party will be their own costs associated with the expert determination (and share the costs of the Expert equally), unless the Parties agree otherwise in the terms of reference.
- (e) Any information which either Party obtains from the other under this **clause 65.5** is taken to be Confidential Information for the purposes of **clause 46** and **clause 47**.
- (f) The expert determination will be final and binding on both Parties.
- (g) Nothing in this **clause 65.5** ousts the jurisdiction of a court to hear any proceeding brought by either Party in relation to a Dispute or part of a Dispute.
- (h) The Parties have not fully complied with this **clause 65.5** until the earlier of:
- (i) the conclusion, or termination by agreement, of the expert determination; or
  - (ii) the expiration of 40 Business Days from the date of appointment of an expert if the Dispute or part of the Dispute is not resolved by expert determination at this date.

## **65.6 Expedited Arbitration Procedure**

- (a) Within 10 Business Days of the referral pursuant to **clause 65.4(f)(ii)** or within such further period as the Department's Deputy Secretary may reasonably determine, the Parties must arrange for the appointment of an arbitrator, to be appointed by IAMA.

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- (b) The Parties must, within five Business Days of the appointment of the arbitrator, sign whatever reasonable terms of engagement the arbitrator requires (including any indemnity), but if one of them does not so sign, the other may engage the arbitrator by itself.
- (c) The Parties agree that:
- (i) the expedited arbitration must be conducted in accordance with the IAMA Rules for the Determination of Commercial Arbitration, specifically, Schedule 2, as published from time to time (**EA Rules**);
  - (ii) they must abide by the EA Rules and must procure the arbitrator's agreement to conduct the expedited arbitration according to the EA Rules;
  - (iii) they may be represented by legal counsel at the expedited arbitration; and
  - (iv) for the purposes of interpreting the EA Rules, a reference to the Notice of Dispute in the EA Rules shall be a reference to the notice in **clause 65.4(f)**.
- (d) Costs of the expedited arbitration will be determined by the arbitrator in accordance with subrule 15(2) of the EA Rules.
- (e) Any information which either Party obtains from the other under this **clause 65.6** is taken to be Confidential Information for the purposes of **clause 46** and **clause 47**.
- (f) The Parties have not fully complied with this **clause 65.6** until the earlier of:
- (i) the conclusion, or termination by agreement, of the expedited arbitration; or
  - (ii) the expiration of 40 Business Days from the date of appointment of an arbitrator if the Dispute or part of the Dispute is not resolved by expedited arbitration at this date.

### **65.7 Mediation Procedure**

- (a) Within 10 Business Days of the referral pursuant to **clause 65.4(f)(iii)**, the Parties must arrange for the appointment of a mediator, to be mutually agreed between the Parties.
- (b) If the Parties are unable to agree on the identity of the mediator to be appointed within the time period detailed in **clause 65.7(a)**, a mediator must be nominated by the President for the time being of the Institute of Arbitrators and Mediators Australia (**IAMA**), or such person authorised by the President to make the appointment, on the application of the Department and provided the person nominated agrees to act as mediator.

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- (c) The Parties must, within five Business Days of the appointment of the mediator, sign whatever reasonable terms of engagement the mediator requires (including any indemnity), but if one Party does not so sign, the other Party may engage the mediator by itself.
  - (d) Within 20 Business Days of the referral pursuant to **clause 65.4(f)(iii)** the Parties must hold a preliminary conference in that mediation, in the presence of the mediator.
  - (e) The Parties agree that:
    - (i) the mediation must be conducted in accordance with the IAMA Mediation Rules as in force from time to time (**Mediation Rules**);
    - (ii) they must abide by the Mediation Rules and must procure the mediator's agreement to conduct the mediation according to the Mediation Rules;
    - (iii) they may be represented by legal counsel at the mediation;
    - (iv) they must act in good faith and use their best endeavours to achieve the resolution of the Dispute, or the part or parts of the Dispute, at the mediation; and
    - (v) for the purposes of interpreting the Mediation Rules, a reference to the Notice of Dispute in the Mediation Rules shall be a reference to the notice referred to in **clause 65.4(f)**.
  - (f) Each Party will bear its own costs of the mediation, unless otherwise agreed between the Parties.
  - (g) The Parties have not fully complied with this **clause 65.7** until the earlier of:
    - (i) the conclusion, or termination by agreement, of the mediation; or
    - (ii) the expiration of 40 Business Days from the date of appointment of a mediator if the Dispute or part of the Dispute is not resolved by mediation at this date.

### **65.8 Continuance of Performance**

Despite the existence of a Dispute, the Parties must continue to perform their respective obligations under the Contract and any related agreements.

### **65.9 Summary or Urgent Relief**

Nothing in this **clause 65** will prevent either Party from instituting proceedings to seek enforcement of any payment due under the Contract or to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

### 65.10 Continuance of Obligations

The whole of the Parties' obligations under this **clause 65** continue notwithstanding that the Dispute relates to proceedings that have been commenced by:

- (a) a third party against the Service Provider and/or the Department; or
- (b) the Service Provider and/or the Department against a third party.

### 65.11 Termination

This **clause 65** does not apply to an action by the Department to terminate this Contract under **clause 68** or **clause 69**.

## PART 19 – DEFAULT AND TERMINATION

### 66. DEFAULT

#### 66.1 Notification

The Service Provider must notify the Contract Administrator of the occurrence of a Default as soon as it becomes aware of the occurrence of the Default.

#### 66.2 Department Rights

If a Default occurs (whether or not the Service Provider has notified the Contract Administrator of that Default), the Department may:

- (a) give the Service Provider a Default Notice; and
- (b) issue a certificate and reduce the Detention Services Fee in accordance with **clause 37.3**.

#### 66.3 Cure

- (a) The Department may, in its absolute discretion, specify in the Default Notice that it requires the Service Provider to remedy the Default, in which case, upon receipt of a Default Notice, the Service Provider:
  - (i) will have the time specified in the Default Notice (**Cure Period**) from the date of the Default Notice to remedy the Default; and
  - (ii) must submit a Cure Plan within five Business Days of the Default Notice, or such other period agreed between the Parties, setting out how the Service Provider will cure the Default within the Cure Period.
- (b) Where the Department specifies in a Default Notice that it requires the Service Provider to remedy a Default, the Service Provider must remedy the Default, including the identification, assessment and rectification of any systemic issues contributing to the Default, within the Cure Period or such extended period as is agreed by the Department following submission of a Cure Plan.

- (c) In determining the Cure Period, the Department will act reasonably and have regard to the nature of the Default required to be remedied.

#### **66.4 Remedies**

- (a) If a Default has occurred and the Service Provider fails to remedy the Default within the Cure Period or such extended period as is agreed by the Department following submission of a Cure Plan, the Department may exercise all or any of the following remedies:
- (i) deduct money from amounts payable under **clause 37** or call on the Unconditional Financial Undertaking to cover the costs arising directly or indirectly from the Default, including but not limited to any costs incurred in remedying the Default and any costs associated with the exercise of Step-in Rights as a result of the Default, taking into account any moneys to be deducted under **clause 28.2** or **37.3**;
  - (ii) sue the Service Provider for compensation arising directly or indirectly out of that Default; or
  - (iii) any other remedies available to the Contract Administrator under this Contract or in law or equity.
- (b) The use of any of the above remedies will be without prejudice and are in addition to any other rights provided for and conferred by this Contract with respect to that Default, including without limitation any action under **clauses 28.2**, **clause 37.3** and **clause 67**.

### **67. TERMINATION FOR DEFAULT**

#### **67.1 Termination by the Department**

Where the Department seeks to terminate this Contract in accordance with this **clause 67**, it must give written notice (**Termination Notice**) to the Service Provider specifying at least:

- (a) the reasons for termination; and
- (b) the date of termination.

#### **67.2 Termination Events**

Without prejudice to its rights at common law or any other right which has accrued or may accrue to the Department (including any right of the Department to damages), the Department may, by giving a Termination Notice to the Service Provider, immediately terminate this Contract if:

- (a) the Service Provider commits a breach of this Contract (which breach is capable of remedy) and the Service Provider fails to remedy the breach within the Cure Period specified in a Default Notice;



- (b) the Service Provider commits a material breach of this Contract (which breach is not capable of remedy);
- (c) a termination event specified in **clause 67.3** occurs;
- (d) notwithstanding **clauses 67.2(a)** and **67.2(b)**, the Service Provider commits a breach or breaches of this Contract that at common law entitles the Department to terminate this Contract;
- (e) the Service Provider fails to replace any Key Personnel, in accordance with **clause 20**, with replacements acceptable to the Department;
- (f) the Service Provider commits a breach of **clause 48**, or fails to comply with any of the Department's security requirements in **clause 50** and **Schedule 2 (Statement of Work)**;
- (g) any of the representations or warranties in **clause 58** ceases to be true;
- (h) the Service Provider breaches **clause 71** and where the breach has a material adverse affect on the Department as determined by the Department acting reasonably, but only to the extent that that breach does not fall within **clause 67.2(a)**; or
- (i) a Continuous Failure occurs for 6 or more successive months.

### **67.3 Insolvency and Other Events**

Without prejudice to its rights at common law or any other right which has accrued or may accrue to the Department under **clauses 67.2(a)**, **67.2(c)** or otherwise, the following events are termination events for the purposes of **clause 67.2(c)**:

- (a) the Service Provider suspends payment of its debts or becomes insolvent;
- (b) a receiver, receiver and manager, administrator (including a voluntary administrator), trustee or similar official is appointed over the whole or a substantial part of the assets or undertaking of the Service Provider;
- (c) the Service Provider makes an assignment of its estate for the benefit of creditors (or any class of them) or enters into any arrangement, compromise or composition with its creditors (or any class of them);
- (d) an application (other than a vexatious or frivolous application) or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the Service Provider, or the Service Provider goes into liquidation or passes a resolution to go into liquidation, otherwise than for the purpose of reconstruction, or becomes subject to any petition or proceedings in a court for its compulsory winding-up or becomes subject to supervision of a court either voluntarily or otherwise;
- (e) the Service Provider suffers any execution against its assets having adverse effect on its ability to perform this Contract;

- (f) the Service Provider ceases, or threatens to cease, to carry on its business;
- (g) the Service Provider assigns its rights otherwise than in accordance with the requirements of this Contract;
- (h) any matter relating to the Service Provider or any of its subsidiaries becomes subject to a direction under, or having effect as if it were a direction under, section 14 of the *Australian Securities and Investments Commission Act 2001* (Cth), or to an investigation under, or taken to be under, that Act;
- (i) the Service Provider is prevented by a Force Majeure Event (or a series of Force Majeure Events) from performing obligations under this Contract that is continuing for a period of 60 days or more; or
- (j) the Service Provider suffers a change in control or ownership which in the reasonable opinion of the Department, adversely affects the Service Provider's ability to perform the Services.

#### **67.4 Materiality**

The materiality of any breach, and whether a breach has a material adverse affect, for the purposes of **clauses 67.2** and **67.3** will be determined in light of the absolute importance to the Department that the Australian public have, and continue to have, confidence in the efficient, effective and competent administration of the Facilities.

#### **67.5 Repayment on Termination**

Where, before termination of this Contract, the Department has made any payment in advance to the Service Provider for which it has not received, the whole of the Services relating to that payment, that amount of the payment (to which the unreceived Services relate) must be repaid by the Service Provider to the Department immediately on termination and, if not repaid, is recoverable by the Department from the Service Provider as a debt.

#### **67.6 Consequences of Termination for Default**

If this Contract is terminated under this **clause 67**:

- (a) subject to this Contract and **clause 70** in particular, the Parties are relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
- (b) subject to the requirements of the Service Provider to perform Services in accordance with **clause 70**, all licences and Authorisations granted to the Service Provider by the Department, terminate immediately despite anything to the contrary contained in the relevant licence or Authorisation;
- (c) the Service Provider must comply with **clause 70**; and
- (d) the Department must pay the Service Provider for any Services that were performed in accordance with this Contract prior to the date of termination.

### **67.7 Service Provider's Acknowledgement**

The Service Provider acknowledges that the performance of the Services is critical to the performance of the functions of the Department and that the Department will incur expenses in seeking a Successor and transferring the Services to a Successor.

## **68. TERMINATION FOR CONVENIENCE**

### **68.1 The Department May Terminate for Convenience**

In addition to any other rights it has under this Contract, the Department may terminate the Contract, by notifying the Service Provider in writing that the Contract is terminated from the date specified in the notice (**date of termination**) and, in that event, the Department may give to the Service Provider such directions as it thinks fit in relation to subsequent performance of this Contract.

### **68.2 Transition Out Obligations**

Notwithstanding that the Service Provider may have received a notice under **clause 68.1**, the Service Provider must comply with its obligations under **clause 70** and with any directions given by the Contract Administrator.

### **68.3 Payment for Services Rendered Prior to Termination**

The Department must pay the Service Provider for any Services that were performed in accordance with this Contract prior to the date of termination.

### **68.4 Compensation for Unavoidable Losses**

- (a) The Department is liable to the Service Provider for any substantiated unavoidable losses necessarily incurred by the Service Provider in connection with this Contract to the extent that the unavoidable loss was necessarily incurred as a consequence of termination of this Contract in accordance with this **clause 68** or removal of any Services from scope in accordance with **clause 34**.
- (b) For the purposes of this **clause 68.4** and **clause 34.1**, "unavoidable loss":
  - (i) is limited to reasonable wind-down expenses (for example, redundancy expenses);
  - (ii) must not include any amount on account of loss of profits;
  - (iii) subject to clause 68.5, includes costs incurred in respect of terminated subcontracts or supply agreements and other costs reasonably and necessarily incurred in anticipation of completing the Contract; and
  - (iv) must not exceed the amount that would have been payable if the Department had not terminated the Contract pursuant to **clause 68.1**, or, in the case of **clause 34.1(d)**, had not removed the Services from scope).

## **68.5 Termination of Subcontracts for Convenience**

The Service Provider must, in each Subcontract or order to the value of \$20,000 or more placed with any subcontractor for the purpose of this Contract, reserve a right of termination to take account of the Department's right of termination under this **clause 68** and the Service Provider must, where appropriate, make use of such rights to mitigate losses in the event of termination by the Department under the provisions of this **clause 68**.

## **68.6 Unfettered Discretion**

For the avoidance of doubt, the Department has an unfettered discretion to terminate this Contract in accordance with this **clause 68**.

## **69. DEEMED TERMINATION FOR CONVENIENCE**

If a purported termination for default by the Department under **clause 67** is determined by a competent authority not to be properly a termination for default, then that termination by the Department will be deemed to be a termination for convenience under **clause 68** which termination has effect from the date of the notice of termination.

## **70. TRANSITION OUT**

### **70.1 Development of Transition Out Plan**

- (a) Within six months after the Commencement Date, the Service Provider must develop, in consultation with and for approval by the Department, a Transition Out Plan that will provide for the Transition Out of Services from the Service Provider to the Department or its nominee as a result of:
  - (i) any Services being removed from the scope of this Contract;
  - (ii) termination of this Contract; or
  - (iii) the expiration of this Contract.
- (b) The Transition Out Plan must, without limitation, provide for the matters referred to in this **clause 70** and must not be inconsistent with this **clause 70**.
- (c) The Transition Out Plan must set out the obligations to be performed by each Party in connection with the orderly transition of service delivery from the Service Provider to the Department or its nominee, including obligations in relation to:
  - (i) the transfer of Department Material and the Contract Material to the Department or its nominee; and
  - (ii) the transfer of employees who wish to transfer to the Successor, and if applicable the provision of relevant information to enable the Successor to ascertain the accrued rights and benefits of those employees.

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## 70.2 Compliance with Transition Out Plan

(a) The Service Provider must comply with the Transition Out Plan and provide all reasonable assistance and cooperation necessary:

- (i) during any notice period prior to removal of Services from scope or termination, or upon the expiration of any date for the exercise of an option to extend the Term of this Contract; and
- (ii) on and from the removal of Services from scope, expiration or termination of this Contract for any reason,

to transfer the Services to the Department or an alternative service provider in a manner which ensures continued provision of the Services or services similar to the Services (as the case may be) in accordance with the requirements of this Contract.

(b) In particular the Service Provider must in accordance with the Transition Out Plan:

- (i) deliver to the Department (or an alternative service provider) in an orderly manner:
  - (A) complete Commonwealth Records and any other Department property including Department Materials;
  - (B) all Department Confidential Information;
  - (C) all information about People in Detention contained in any database or file;
  - (D) training at fees to be agreed on the Department's request;
  - (E) any statistical data or information contained in any table or schedule prepared in the performance of the Services;
  - (F) a detailed statement of resources setting out information on equipment, technology, Service Provider Personnel, facilities and Subcontractors used by the Service Provider to perform the Services; and
  - (G) business process flow charts, procedures manuals, plans, reports, pro-forma documentation, activity schedules, work product examples, organisational charts, skills details for Service Provider Personnel and any other documents of a similar nature necessary for an alternative service provider to assume responsibility for providing the Services;
- (ii) except with the consent of the Department or as required to comply with this **clause 70**, cease accessing any of the Department's systems;
- (iii) continue the provision of the Services, for up to 180 Business Days after the removal of services from scope, or termination or expiry of this

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Contract (as the case may be) or such other date as is agreed by the Parties, so as to ensure an orderly transition of services as requested by the Department;

- (iv) at the Department's request, and to the extent it is permitted to do so, novate any contracts relating to the Services to the Department or its nominee at no additional charge to the Department;
- (v) perform its other obligations under the Transition Out Plan;
- (vi) allow the Department to audit compliance with this **clause 70**; and
- (vii) allow Successors to access the Facilities where relevant to assist in the orderly transition of the Services.

### **70.3 Transition of Services Removed from Scope**

If any Services are removed from scope, the obligations of the Service Provider under **clause 70.2** in respect of that termination, apply only to the extent necessary to ensure the orderly transition to the Department or other service provider of services similar to the Services which have been removed from scope. In that event, the Service Provider will be entitled to payment for those Transition services on a cost plus basis in accordance with **Schedule 5** (Detention Services Fee).

### **70.4 Return of Department Assets**

- (a) Upon the expiration or earlier termination of this Contract, the Service Provider must return to the Department (or as the Department may direct to a Successor), the Department Assets licensed to the Service Provider by the Department pursuant to **clause 24.1**, or any replacement Department Asset, which is functional and fit for purpose.
- (b) Immediately prior to the expiration or immediately following the earlier termination of this Contract, a stocktake and inspection shall be conducted of the equipment to be returned pursuant to **clause 70.4(a)**. The Contract Administrator will conduct this inspection in conjunction with the Service Provider and the Parties will jointly prepare and agree a report of the outcome of the inspection.
- (c) In the event of any deficiency in the value of the equipment to be returned by the Service Provider pursuant to **clause 70.4(a)** from the value of the Department Assets licensed by the Department to the Service Provider pursuant to **clause 24.1** (allowing for Consumer Price Index adjustment), the Service Provider will immediately pay that difference to the Department or to a Successor as the Department may direct.

### **70.5 Return of Loose Assets**

- (a) Upon the expiration or earlier termination of this Contract, the Service Provider must return to the Department (or as the Department may direct to a Successor), the Loose Assets licensed to the Service Provider by the Department pursuant to

**clause 24.1**, or equivalent items to the same value as the Loose Assets as verified by the Service Provider under **clause 7**, which are functional and fit for purpose.

- (b) Immediately prior to the expiration or immediately following the earlier termination of this Contract, a stocktake and inspection shall be conducted of the equipment to be returned pursuant to **clause 70.5(a)**. The Contract Administrator will conduct this inspection in conjunction with the Service Provider and the Parties will jointly prepare and agree a report of the outcome of the inspection.
- (c) In the event of any deficiency in the value of the equipment to be returned by the Service Provider pursuant to **clause 70.5(a)** from the value of the Loose Assets licensed by the Department to the Service Provider pursuant to **clause 24.1** (allowing for Consumer Price Index adjustment and fair use and reasonable wear and tear), the Service Provider will immediately pay that difference to the Department or to a Successor as the Department may direct.

#### **70.6 Update and Review of Transition Out Plan**

- (a) The Service Provider must regularly update the Transition Out Plan to ensure it is at all times consistent with the Services and **Schedule 2** (Statement of Work) and facilitates the most efficient succession to an alternative service provider.
- (b) The Parties will review the Transition Out Plan annually and not less than six months prior to the scheduled expiration of this Contract to ensure that the Transition Out Plan remains appropriate to the circumstances of the Department.

#### **70.7 Fees for Transition Out Services**

- (a) Upon the expiry of the Term by the effluxion of time or termination under **clause 68**, the Department will pay the Service Provider the Transition Out Fee specified in **Schedule 5** (Detention Services Fee).
- (b) Where this Contract is terminated under **clause 67** but without limiting any damages that the Department may be entitled to, the Department will pay the Service Provider the Detention Services Fee for the Services that the Service Provider provides in complying with its obligations under this **clause 70**, and the Service Provider will not be entitled to payment of the Transition Out Fee.
- (c) The Parties agree that the terms and conditions of this Contract, including the Detention Services Fee, apply to any Services performed by the Service Provider during any Transition Out Period required in respect of a termination under **clause 67**.

#### **70.8 Service Provider Must Not Hinder Transition**

The Service Provider agrees that it will not hinder in any way, the transition of the provision of services similar to the Services to a Successor upon termination or expiration of the Contract or removal of Services from scope under **clause 34**.

## 70.9 Survival

This **clause 70** survives the expiration or termination of this Contract.

## PART 20 – GENERAL

### 71. CONFLICT OF INTEREST

- (a) The Service Provider warrants that to the best of its knowledge after making diligent inquiry, at the date of signing this Contract and at all times during the Term, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract by itself or by Service Provider Personnel and that based upon reasonable inquiry it has no reason to believe that any Subcontractor has such a conflict.
- (b) If during the Term a conflict or risk of conflict of interest arises, the Service Provider undertakes to notify the Department immediately after the conflict or risk of conflict becomes known.
- (c) The Service Provider must not, and must use its best efforts to ensure that any Personnel, agent or Subcontractor does not, during the Term, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under this Contract and must immediately disclose to the Department such activity or interest.
- (d) If the Service Provider fails to notify the Department or is unable or unwilling to resolve or deal with the conflict as required, the Department may terminate this Contract in accordance with the provisions of **clause 67**.

### 72. GENERAL PROVISIONS

#### 72.1 Compliance with National Construction Code

- (a) The Service Provider must comply with the National Construction Code and the National Construction Guidelines. Copies of the National Construction Code and the National Construction Guidelines are available at [www.workplace.gov.au/building](http://www.workplace.gov.au/building).
- (b) Compliance with the National Construction Code or the National Construction Guidelines shall not relieve the Service Provider from responsibility to perform this Contract, or from liability for any defect in the works arising from compliance with the National Construction Code or the National Construction Guidelines.
- (c) Where a change in this Contract is proposed and that change would affect compliance with the National Construction Code or the National Construction Guidelines, the Service Provider must submit a report to the Department specifying the extent to which the Service Provider's compliance with the National Construction Code or the National Construction Guidelines will be affected.
- (d) The Service Provider must maintain adequate records of the compliance with the National Construction Code and National Construction Guidelines by:



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- (i) the Service Provider;
  - (ii) its Subcontractors; and
  - (iii) its Related Entities.
- (e) The Service Provider must permit the Department, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, full access to construction sites or places covered by the National Construction Code and National Construction Guidelines to:
- (i) inspect any work, material, machinery, appliance, article or facility;
  - (ii) inspect and copy any record relevant to the Services;
  - (iii) interview any person; and
  - (iv) request a Party to this Contract to produce a specified document within a specified period, being not less than 14 days in person, by fax or by post as is necessary to allow validation of its progress in complying with the National Construction Code and National Construction Guidelines.
- (f) For the avoidance of doubt, **clause 72.1(e)** applies in relation to the Service Provider's privately funded construction sites.
- (g) The Service Provider agrees to require that its Subcontractors and its related entities provide the Department or any person authorised by the Department, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to any Facility in order to:
- (i) inspect any work, material, machinery, appliance, article or facility;
  - (ii) inspect and copy any record relevant to the Services;
  - (iii) interview any person; and
  - (iv) request a Party to this Contract to produce a specified document within a specified period, being not less than 14 days, in person, by fax or by post as is necessary to allow validation of its progress in complying with the National Construction and National Construction Guidelines.
- (h) The Service Provider must not appoint a Subcontractor, consultant or supplier to provide any Services where the appointment would breach a sanction imposed by the Code Monitoring Group, as defined in the National Construction Code.
- (i) The Service Provider must ensure that all subcontracts impose obligations on the Subcontractor equivalent to the obligations under this **clause 72.1**.

**72.2 Negation of Employment, Partnership and Agency**

- (a) The Service Provider must not represent itself, and must use reasonable endeavours to ensure that the Service Provider Personnel and Subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Department, or as otherwise able to bind or represent the Department.
- (b) Except as specifically provided for in this Contract, the Service Provider is not by virtue of this Contract an officer, employee, partner or agent of the Department, nor does the Service Provider have any power or authority to bind or represent the Department.

**72.3 Waiver**

- (a) If a Party does not exercise (or delays in exercising) any of its rights, that failure (or delay) does not operate as a waiver of those rights.
- (b) A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right.

**72.4 Assignment and Novation**

- (a) The Service Provider must not novate its obligations, and agrees not to assign its rights, under this Contract without, in either case, prior approval in writing from the Contract Authority, which approval must not be unreasonably withheld.
- (b) The Service Provider must not consult with any other person for the purposes of entering into an arrangement that will require novation of this Contract without first consulting the Contract Authority.

**72.5 Applicable Law**

This Agreement will be governed by the Laws for the time being in force in the Australian Capital Territory, and the Parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory. For the avoidance of doubt, the *Commonwealth Places (Application of Laws) Act 1970 (Cth)* applies to this Contract.

**72.6 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties in relation to the provision of the Services, and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to the subject matter of this Contract.

**72.7 Department Representatives**

- (a) The Contract Authority, Contract Administrator and Department Regional Manager are each Department Representatives in discharging their respective functions as set out in this Contract. The Service Provider acknowledges that Department Representatives do not:

- (i) owe any direct duty to the Service Provider under this Contract (whether to review, accept or reject any Services or any Material submitted by the Service Provider under this Contract or otherwise); or
  - (ii) provide any form of certification, declaration or other representation that the Services or any Service Provider Materials comply with any Law, industry standards or are otherwise fit for purpose.
- (b) Unless expressly provided in this Contract, any directions, reviews, rejections, consents or other comments made by Department Representatives in relation to any Services or the use of any Service Provider Material under this Contract do not relieve the Service Provider from, or alter or affect the Service Provider's liabilities or responsibilities under this Contract or otherwise.
- (c) The Contract Authority, Contract Administrator or Department Regional Manager may at any time by written notice to the Service Provider nominate additional persons to fulfil their respective functions set out in this Contract, other than the functions of the Contract Authority and the Contract Administrator in relation to:
  - (i) dispute resolution in accordance with **clause 65**; or
  - (ii) issuing a notice of termination under **clause 67**.

## **72.8 Counterparts**

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument.

## **72.9 Severability**

- (a) Each provision of, or any Schedule or Annexure of or to this Contract and each part of such provision, will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part of a provision is void or otherwise unenforceable for any reason, then that provision or part (as the case may be) will be severed and the remainder will be read and construed as if the severable provision or part had never existed.
- (b) For the avoidance of doubt, **clause 72.9(a)** applies to each Schedule and Annexure of or to this Contract.

## **72.10 Further Assurance**

Each Party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Contract.

## **72.11 Consent**

Whenever the consent or approval of a Party is required under this Contract to be effective, it must be in writing and signed by a representative of the Party who is authorised to give that consent or approval.

## 72.12 Equal Employment Opportunity

- (a) The Service Provider must comply with its obligations, if any, under the *Equal Employment Opportunity for Women in the Workplace Act 1999* (Cth) (**EEOWW Act**).
- (b) The Service Provider must not enter into a subcontract under this Contract with a Subcontractor named by the Director of Equal Opportunity for Women in the Workplace as an employer currently not complying with the EEOWW Act.
- (c) To the extent required by Law, any subcontract must include a provision which requires the Subcontractor to notify the Equal Opportunity for Women in the Workplace Agency of any failure to comply with the EEOWW Act.

## 73. NOTICES

### 73.1 Address for Notices

Unless otherwise provided, any notice, request or other communication to be given under this Contract is to be in writing and dealt with as follows:

- (a) if given by the Service Provider to the Department, signed by the Service Authority or the Service Administrator and marked for the attention of the Contract Authority or the Contract Administrator at the address set out in **clause 73.2** or as otherwise notified from time to time by the Department; or
- (b) if given by the Department to the Service Provider, signed by the Contract Authority or the Contract Administrator and marked for the attention of the Service Authority or the Service Administrator at the address set out in **clause 73.2** or as otherwise notified from time to time by the Service Provider.

### 73.2 Addresses

- (a) The address for the Department:

**Contract Authority – Detention Services Contract**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

**Contract Administrator – Detention Services Contract**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

- (b) The address for the Service Provider:

**Service Authority – Detention Services Contract**

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

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## Service Administrator – Detention Services Contract

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

### 73.3 Delivery of Notices

Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

### 73.4 Receipt of Notices

A notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by prepaid ordinary post within Australia, upon the expiration of two Business Days after the date on which it was sent;
- (c) if sent by prepaid ordinary post outside Australia, upon the expiration of five Business Days after the date on which it was sent; and
- (d) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

## 74. INTERPRETATION

### 74.1 Interpretation

In this Contract, unless the context indicates a contrary intention:

- (a) capitalised terms have the meaning ascribed to them in **Schedule 18** (Glossary);
- (b) a word suggesting a gender includes all genders;
- (c) a singular word includes the plural, and vice versa;
- (d) headings are for convenience only, and do not affect interpretation;
- (e) the word **person** includes any type of entity or body of persons (including a body politic), whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (f) a reference to an amount in dollars, \$AUD or \$AU is to that amount in Australian dollars;
- (g) a reference to:

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- (i) legislation (including subordinate legislation) is to that legislation as, from time to time, amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) subject to **clause 35** and **clause 36**, a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as, from time to time, amended, supplemented, replaced or novated;
  - (iii) a **section** is to a section in a Schedule or an Annexure of or to this Contract as varied from time to time;
  - (iv) any body is:
    - (A) if that body is replaced by another organisation, deemed to refer to that organisation; and
    - (B) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects of that body;
  - (v) a **recital, clause, sub-clause, Part, Schedule** or **Annexure** is to the respective recital, clause, sub-clause, Part, Schedule or Annexure of or to this Contract as Varied from time to time;
  - (vi) a person holding a Department or the Service Provider office includes any person from time to time holding, occupying or performing the duties of that office; and
  - (vii) a Department or the Service Provider office includes, if that office is abolished, the holder of any other office at the same or equivalent level which has the same or similar responsibilities;
  - (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
  - (i) a Party to this Contract or any other document or arrangement includes that Party's permitted substitute or a permitted assign of that Party;
  - (j) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing; and
  - (k) the word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.

## 74.2 Precedence of documents

If there is any inconsistency between provisions of this agreement and other documents, a descending order of precedence is to be accorded to:

- (a) the Main Terms and Conditions;
- (b) **Schedule 2** (Statement of Work);
- (c) the other Schedules and Annexures;
- (d) provisions of documents incorporated by express reference in this agreement (including the policy documents referred to in **Schedule 16** (Legislation and Commonwealth Policies)),

so that the higher ranked provision prevails to the extent of the inconsistency.

**Executed** by the Parties as an agreement.

**Signed** for and on behalf of **Commonwealth of Australia**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

Date: \_\_\_\_\_

**EXECUTED** by Serco Australia Pty Limited (ABN 44 003 677 352)

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Date: \_\_\_\_\_





**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 1  
FACILITY DESCRIPTIONS AND PLANS**

## INTRODUCTION

This **Schedule 1** (Facility Descriptions and Plans) provides an overview of each of the Facilities subject to this Contract.

Facilities for the purposes of this Contract are:

- Maribyrnong Immigration Detention Centre – Melbourne, Victoria;
- Northern Immigration Detention Centre – Darwin, Northern Territory
- Villawood Immigration Detention Centre – Sydney, New South Wales;
- Perth Immigration Detention Centre – Perth, Western Australia;
- Northwest Point Immigration Detention Centre - Christmas Island;
- Phosphate Hill APOD – Christmas Island; and
- Construction Camp APOD – Christmas Island.

**Annexure A** to this **Schedule 1** (Facility Descriptions and Plans) sets out the terms and conditions under which certain Service Provider Personnel may use Residential Accommodation on Christmas Island.

## **Maribyrnong Immigration Detention Centre**

### **Site Location**

The Maribyrnong Immigration Detention Centre (**MIDC**) is in Maidstone, which is part of the Municipality of Maribyrnong. It is some 10 kilometres north-west of the Melbourne CBD and 10 kilometres south-east of the Melbourne Airport.

### **History**

The MIDC is a single level purpose built secure detention facility that was constructed in the early 1980s.

### **Site Description**

The MIDC property is 10,948 m<sup>2</sup> in area. The property is a battleaxe shape with a narrow entry driveway extending off the western side of Hampstead Road, Maidstone.

### **Buildings**

The building provides accommodation for administration and reception, a service core, and People in Detention facilities.

The administration wing provides office accommodation for Department and Services Provider staff. Secure garages used for the escort and transport of People in Detention are located at the western end.

The central area provides staff offices and facilities, together with a visitor area, the kitchen and stores and delivery area, and the People in Detention dining room.

The People in Detention accommodation is divided into male, female and family group areas, providing bedrooms, recreational and educational facilities, ablution and laundry areas, and outdoor exercise areas.

### **Capacity**

MIDC has an operational capacity of 70 and a surge capacity of 100 People in Detentions.

### **Major works past 3 years**

The 2004/2005 Budget approved \$7.0M for the extension and upgrading of accommodation and related facilities.

In the 2006/2007 Budget a further \$1.75M was approved for works including the removal of razor wire and improved entry.

Substantial refurbishment of existing accommodation and bathrooms was undertaken in 2006/2007 using \$1.3M of DIAC corporate funds.

These works have included many infrastructure policy innovations and have significantly enhanced the arrival, visits area, bedrooms with ensuites, self catering, use of computer based education and availability of internet.

These works have now been largely completed with a favourable response from significant Stakeholders including Australian Human Rights Commission, UNHCR, Australian Red Cross and Commonwealth Ombudsmen's Office.

### **Major works planned**

There are no projects currently funded however the Department is currently reviewing recommendations from Australian Human Rights Commission regarding further enhancements to active recreation areas and other minor enhancements.

### **Site Plans**

**Annexure B** to this **Schedule 1** (Facility Descriptions and Plans) sets out site plans for Maribyrnong Immigration Detention Centre.

## **Northern Immigration Detention Centre**

### **Site Location**

Northern Immigration Detention Centre (NIDC) is located on the site of Defence Establishment Berrimah some 12 kilometres from the Darwin CBD.

### **History**

On 23 August 2001 the then Minister, the Honourable Phillip Ruddock MP, announced plans to increase the contingency capacity for detaining unauthorised boat arrivals by preparing temporary facilities at Defence sites including HMAS Coonawarra (now Defence Establishment Berrimah)

The site comprised a number of existing portable buildings.

Early works involved the provision of additional accommodation buildings and some support buildings as well as lighting and security fence. Key infrastructure such as a kitchen, mess, medical and recreation facilities were not provided for at the time.

This work resulted in a development comprising two separate compounds.

In January 2005 the Government announced its decision to establish a joint fisheries /immigration detention facility in Darwin at the existing contingency immigration detention site located within Defence Establishment Berrimah. Related works to upgrade the existing facility (primarily the North Compound) were presented to the Joint Standing Committee of Public Works for scrutiny. The estimated cost was \$8.125M.

Due to the continued increase in Illegal Foreign Fishers (IFF) apprehensions in Australia's northern waters the former government approved a further \$5.7M in the 2006-07 budget to upgrade the southern compound and medical quarantine area to the same standard as the previous upgrade.

### **Site Description**

NIDC occupies a portion of the current Defence Establishment Berrimah site and is bounded by the Stuart Highway on one side and Amy Johnston Drive on another.

### **Buildings**

There are three distinct parts of the NIDC: North Compound, South Compound and the Administration area (which is external to the compounds).

#### *North compound (comprising a smaller North 2 compound)*

This compound includes; accommodation buildings, a kitchen mess building, which is also a cyclone shelter, outdoor and indoor recreation facilities and cabanas, ablutions, laundry, medical and visits facilities.

*South Compound (comprising a medical separation area)*

Work is currently underway in this compound. When completed it will comprise accommodation buildings, ablutions, in door and outdoor recreation area, cabanas, a multi-use purpose built cyclone shelter, laundries, shade structures, medical separation capacity and processing capability.

Administration for the Department and the Service Provider is located external to the compounds. This area is comprised of three former defence buildings which have been recently refurbished. The facilities main pedestrian entry is located at the ground floor of building 9.

**Capacity**

The operating capacity of the NIDC is 400 with a design capacity of 570. Due to upgrade works currently underway at the Facility, the current operating capacity is 250. Some interim arrangements have been developed which will allow additional capacity of approximately 90 beds without impacting on the current works program.

**Major Works Past 3 Years**

In early 2005 the former Government announced the operational upgrade of the Northern compound. Works comprised a kitchen mess which is also a cyclone shelter, outdoor and indoor recreation facilities and cabanas, ablutions, laundry, medical, visits area facilities amongst other facilities. Works were completed in September 2007. The final project cost was just over of \$8.0M.

Later in 2005 \$5.7M of further works were announced for the 2006 – 07 budget year. These works were to upgrade the South Compound. The works comprise 3 packages. Package 1 and a portion of package 2 were completed in January 2008 at a cost of approximately \$1.5M.

These works included additional buildings, modifications to existing demountable buildings, new ablutions facilities, removal of razor wire and installation of an energised detection and deterrent system to both internal and external fences, closed circuit TVs and associated equipment.

Works to finalise package 2 (security works) and package 3 (recreation area, a purpose built ablution, multi-use purpose built cyclone shelter with medical separation and kitchen and shade structures) are currently underway. The work was completed in mid 2008.

**Major Works Planned**

No major works are planned.

**Site Plans**

**Annexure C** to this **Schedule 1** (Facility Descriptions and Plans) sets out site plans for Northern Immigration Detention Centre.

## **Villawood Immigration Detention Centre**

### **Site Location**

Villawood Immigration Detention Centre (VIDC) is located at Villawood some 28 kilometres south west of the Sydney GPO.

### **History**

The buildings on the site were mostly constructed between the early 1960s and the early 1970s for short-term migrant accommodation and have since been adapted to provide a secure detention facility.

Stage 1 was constructed as a purpose built detention facility around 1965.

### **Site Description**

The Centre occupies an 18 hectare (approximately) site that is bounded by residential and industrial areas. The centre is entered from Birmingham Avenue, Villawood.

### **Buildings**

There are three distinct parts of the Centre: Stage 1, Stage 2 and Stage 3.

Stage 1 provides higher security accommodation for High Risk males in 3 dormitories. Dormitories 1 and 2 have shared communal facilities, Dormitory 3 has individual ensuites. The capacity for Stage 1 is 104 single male People in Detention.

Stages 2 and 3 are comprised of 12 two-storey, brick residential buildings, grouped around central grassed courtyards.

The accommodation units have either two or three bedrooms and their own bathroom.

The buildings vary from four to eight accommodation units per floor, grouped in pairs around the shared staircases.

Stage 2 provides accommodation for mainly male People in Detention however there is separate accommodation within the perimeter of Stage 2 to accommodate female People in Detention. Male People in Detention do not have access to the female area.

Stage 3 provides higher security accommodation for single male People in Detention and includes a Management Support Unit for nine single male People in Detention.

The site also accommodates office facilities for Department Personnel in demountable accommodation, and for the Services Provider in an older brick building known as the Transport and Escort Building. There is a bulk store, three heritage listed Nissen Huts and a heritage listed brick ammunition hut on the site.

## **Capacity**

VIDC has an operational capacity of 504 and a surge capacity of 800.

## **Major Works Past 3 Years**

A number of major works has been undertaken at VIDC in the past 3 years including;

- new bathrooms and minor refurbishment of existing accommodation (Stages 2 and 3);
- enlarged and improved facilities for medical and mental health;
- new kitchen;
- new sports ground and facilities for outdoor activities (basketball and soccer);
- new gymnasium and recreation centre;
- new internet café; and
- Stage 1 Dorm 2 minor refurbishment.

## **Major Works Planned**

Refurbishment of Stage 1 dormitories, central facilities and outdoor areas.

Management Support Unit in Stage 3 to be refurbished as higher care/separation accommodation, removing correctional type doors and hardware and incorporating improved bedroom and living accommodation.

There is currently funding of \$175.8M in Forward Estimates for the Redevelopment of VIDC including a new higher care, higher security facility to replace Stage 1, new central facilities (medical, kitchen, dining, recreation, education, management & staff accommodation, visits area, stores) and refurbishment of the existing Stage 2 and 3 buildings.

The Department is currently reviewing recommendations from the Australian Human Rights Commission reports and investigations how minor works may improve the amenity and operation of VIDC.

## **Site Plans**

**Annexure D** to this **Schedule 1** (Facility Descriptions and Plans) sets out site plans for Villawood Immigration Detention Centre.



## Perth Immigration Detention Centre

### Site Location

The Perth Immigration Detention Centre (**PIDC**) is located on Baker Road, within the confines of the Perth Domestic Airport, some 10 kilometres north-east of the Perth CBD.

### History

The building on the property is a single level secure detention facility that was constructed in the early 1980s for the Australian Federal Police. It was constructed mainly for administrative purposes and later adapted for use as an IDC. The site is leased from Westralia Airports Corporation by the Commonwealth of Australia until 2016.

### Site Description

The PIDC site consists of a single building within the Perth Domestic Airport precinct bounded by Baker road to the south and McComb Road to the west. The extent of the site is formed by the perimeter of the building and courtyard walls to provide a level rectangular site measuring approximately 46m x 41m.

The building itself is a 'T' shape within the rectangular site of approximately 1,880m<sup>2</sup>. There are two courtyards formed by the perimeter courtyard walls adjoining the 'T' extension.

### Buildings

The building is a single storey masonry construction on slab with a flat roof concealed behind a continuous parapet. The external appearance is of a commercial development.

The gross floor area of the PIDC building is approximately 1,200 m<sup>2</sup>.

The north east courtyard is enclosed by a high brick wall with a cyclone mesh fence above the wall, topped with a razor wire barrier. This courtyard is used for external exercise and recreation for male People in Detentions. The north west courtyard is similarly constructed and has been modified for female People in Detentions as well as providing service access to the building. This courtyard also contains a generator enclosure, storage and laundry facilities.

The building divides generally into three wings:

- The northern wing contains male People in Detention accommodation in five dormitories, ablution facilities, recreation room, kitchen and dining room;
- The western wing (west of the entry foyer) contains a female People in Detention dormitory, observation room, Department administration offices, control room, interview rooms, medical room People in Detention property store and foyer; and
- The east wing contains a visits/multi-purpose room, classroom, staff room, male and female staff toilets and offices currently occupied by the Incumbent Service Provider;

### **Capacity**

PIDC currently has a capacity of 43 and a surge capacity of 60 People in Detentions.

### **Major Works Past 3 Years**

New air-conditioning system.

Refurbishment of the Department and service provider office accommodation and personnel facilities.

### **Major Works Planned**

Refurbishment of the dormitory areas.

Replanning of the courtyards to provide improved opportunities for recreation and passive activities including replacement of razor wire with improved anti-climb containment.

### **Site Plans**

**Annexure E** to this **Schedule 1** (Facility Descriptions And Plans) sets out site plans for Perth Immigration Detention Centre.

## **Northwest Point Immigration Detention Centre**

### **Site Location**

The Northwest Point IDC is located at the North-West Point of Christmas Island, about 20 kilometres from the main population centre.

### **History**

In March 2002 the then Government approved the construction of a purpose built detention centre and associated infrastructure on Christmas Island for 1200 people on a fast track basis. An exemption from the requirements of the Environmental Protection and Biodiversity Conservation (EPBC) Act was granted on 3 April 2002. The selected site consisted of old mining leases and was resumed from Christmas Island Phosphates on 1 July 2002.

On 30 May 2002 a resolution was passed in the House of Representatives to exempt the development from scrutiny by the Public Works Committee (PWC) and Walters Construction was awarded the construction contract on 17 June 2002. Associated infrastructure included a construction camp, site services and permanent staff accommodation for approximately 170 staff.

The then Government decided in early February 2003 to reduce the size of the facility to 400 permanent beds plus 400 contingency beds and transfer responsibility for the delivery of the facility to the Department of Finance and Administration (Finance) under a traditional delivery methodology.

Boulderstone Hornibrook were selected by Finance as the preferred tenderer for the construction of the respecified facility and awarded the contract on 6 January 2005. Mobilisation took place immediately and construction began in February 2005.

### **Site Description**

The site was a former mine site, suffered from the degrading effects of an open-cut mining operation and covers approximately 30 hectares. The facility consists of permanent buildings, mainly of steel and concrete construction and the entire site within the Northwest Point IDC has been landscaped.

### **Buildings**

In addition to the eight accommodation compounds, the Northwest Point IDC contains a number of support, administrative and recreational facilities; main reception, Induction hall, medical facilities, kitchen/stores/laundry, internal and external visits areas, interview/conference facilities, education services and facilities, active and passive recreational areas.

### **Capacity**

Northwest Point IDC has an operational capacity of 400 and a surge capacity of 800.

**Major Works Past 3 Years**

Construction of Facility.

**Major Works Planned**

No major works are planned.

**Site Plans**

**Annexure F** to this **Schedule 1** (Facility Descriptions And Plans) sets out site plans for Northwest Point Immigration Detention Centre.

## **Phosphate Hill Alternative Place of Detention**

### **Site Location**

The Phosphate Hill APOD is located at Phosphate Hill, about 2 kilometres from Christmas Island's main population centre.

### **History**

The Facility was established on Christmas Island prior to the onset of the 2001-2002 wet season to avoid the use of tents for People in Detention accommodation.

During the period December 2002 to March 2003 a rebuilding and upgrading program was undertaken which replaced the original dormitory style building with individual accommodation units following unrest and arson attacks on the facility by the resident population prior to their Removal from Australia. A 600 meal kitchen, additional ablutions and recreational facilities were also installed.

### **Site Description**

The site is located on high ground on the island adjacent to a recreation facility, pool and oval. The site is grassed and landscaped with cabanas located in the accommodation compounds.

It is a mainly flat site with separate compounds for accommodation (3), recreation, administration, medical and kitchen.

### **Buildings**

The buildings at the Facility are second-hand transportable buildings providing facilities for administration, accommodation, commercial kitchen, medical amenities, ablution/laundry facilities, educational/recreation rooms, and four large open air multi-purpose cabanas.

All buildings are fitted with air-conditioners.

### **Capacity**

The Phosphate Hill APOD has an operational capacity of 104 and a surge capacity of 208.

### **Major Works Past 3 Years**

No major works have taken place in the last three years.

### **Major Works Planned**

No major works are planned.

### **Site Plans**

**Annexure G** to this **Schedule 1** (Facility Descriptions and Plans) sets out site plans for Phosphate Hill Alternative Place of Detention.

## **Construction Camp Alternative Place of Detention**

### **Site Location**

The Construction Camp APOD is located at Exiles Place Phosphate Hill, about 2 kilometres from the Christmas Island main population centre.

### **History**

The Construction Camp was originally established for the accommodation of the construction workers for the new centre at North West Point. It was built in 2002.

Construction Camp has been used as an APOD for the processing and accommodation of unauthorised boat arrivals.

### **Site Description**

The Construction Camp APOD is located on high ground on the island adjacent to the community recreation facility, pool and oval.

The Construction Camp APOD is located on a mainly flat site, bordering dense vegetation on the western and southern sides of the Facility.

### **Buildings**

The Construction Camp APOD is comprised of all transportable buildings that provide administration area, accommodation, commercial kitchen, medical amenities, ablution and laundry facilities, recreation rooms, and gymnasium plus there is a multi use all weather tennis court/basketball court.

All buildings are fitted with air conditioners.

### **Capacity**

The current accommodation capacity of the Construction Camp is 332 based on one person per room, however this capacity may vary depending on how the Facility is used.

### **Major Works Past 3 Years**

No major works have taken place in the last 3 years.

### **Major Works Planned**

No major works planned.

### **Site Plans**

**Annexure H** to this **Schedule 1** (Facility Descriptions and Plans) sets out site plans for Construction Camp Alternative Place of Detention.



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**Residential Accommodation Licence Agreement**

**ANNEXURE A TO SCHEDULE 1  
FACILITY DESCRIPTIONS AND PLANS**

## DATE

## PARTIES

**Commonwealth of Australia represented by the Department of Immigration and Citizenship ABN 33 380 054 835 (Department)**

**Serco Australia Pty Limited ABN 44 003 677 352 (Service Provider)**

## RECITALS

- A. The Department and the Service Provider have entered into the Contract.
- B. Under **clause 24.7** of the Contract, the Department has agreed to grant to the Service Provider, during the continuation of the Contract, a licence pursuant to which the Service Provider will be entitled to permit certain Service Provider Personnel to occupy certain Residential Accommodation on Christmas Island.
- C. The licence referred to in Recital B is contained in this Agreement.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

#### 1.1 Definitions

Words which are capitalised in this Agreement have the meanings (if any) set out in **Schedule 18** (Glossary) to the Contract, and in addition the following definitions will apply.

**Agreement** means this Residential Accommodation Licence Agreement.

**Contract** means the Detention Services Contract between the Department and the Service Provider dated 29 June 2009 for the provision of services in relation to People in Detention at Immigration Detention Centres.

**Eligible Personnel** means Service Provider Personnel required by the Service Provider to provide Services on Christmas Island on a temporary basis and whose normal place of residence is not Christmas Island.

**Permitted Use** means for the purpose of a residence and not for any other purpose.

**Residential Accommodation** means the land and improvements on the land specified by block numbers, locations or street addresses in the Schedule 1 to this Agreement, as varied from time to time by notice in writing from the Department to the Service Provider.

**Service Provider Property** means all fittings, equipment, goods and other property of the Service Provider or Service Provider Personnel in any part of the Residential Accommodation.

**Term** has the meaning given in **clause 3.1**.



## 1.2 Rules for interpreting this Agreement

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.
- (c) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a Party to this Agreement or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that Party;
  - (iv) a schedule is a reference to a schedule to this Agreement;
  - (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (vi) anything (including a right, obligation or concept) includes each part of it.
    - (A) A singular word includes the plural, and vice versa.
    - (B) A word which suggests one gender includes the other genders.
    - (C) If a word is defined, another part of speech for that word has a corresponding meaning.
    - (D) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
    - (E) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
    - (F) The expression **this Agreement** includes the agreement, arrangement, understanding or transaction recorded in this document.

- (G) The words **subsidiary, holding company and related body corporate** have the same meanings as in the Corporations Act.
- (H) A reference to **dollars** or **\$** is to an amount in Australian currency.

### **1.3 Non Business Days**

If the day on or by which a person must do something under this Agreement is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

### **1.4 Multiple parties**

If a Party to this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one Party, then unless otherwise specified in this Agreement:

- (a) an obligation of those persons is joint and several; and
- (b) a right of those persons is held by each of them severally.

### **1.5 The rule about "contra proferentem"**

This Agreement is not to be interpreted against the interests of a Party merely because that Party proposed this Agreement or some provision in it or because that Party relies on a provision of this Agreement to protect itself.

## **2. GRANT OF LICENCE**

### **2.1 Licence**

The Department grants, and the Service Provider accepts, a fee-free, non-exclusive licence to occupy and use, and sublicense to Service Provider Personnel for occupation and use, the Residential Accommodation on the terms and conditions of this Agreement.

### **2.2 Nature of Licence**

- (a) The Service Provider acknowledges and agrees that the licence to occupy and use granted by this Agreement is personal to the Service Provider and any or all of the rights of the Service Provider rest in contract alone and may not be assigned, transferred or novated without the prior written consent of the Department, which may be withheld in its absolute discretion, and will not be given in respect of an assignment, transfer or novation to a person who is not at the time of the assignment, transfer or novation the "Service Provider" under the Contract.

- (b) The Service Provider acknowledges and agrees that it has no tenancy, estate or leasehold or other interest in the Residential Accommodation.

### **2.3 Service Provider not to prevent or hinder Department**

The Service Provider must not prevent or hinder the Department or any person claiming through the Department from exercising the Department's rights as owner of the Residential Accommodation.

## **3. TERM**

### **3.1 Term**

- (a) The licence granted in this Agreement will commence on the date of execution of this Agreement, and subject to this Agreement, the Contract and relevant Laws, will continue in force for the Term of the Contract, unless the Agreement or the Contract is earlier terminated in accordance with their respective terms and conditions.
- (b) If the Department provides the Service Provider with written notice under **clause 2.2** or **clause 2.3** of the Contract that the Department has extended the Contract then if the Service Provider is not at that time in default under this Agreement the term of this Agreement is extended by the same period of time as the Contract is extended.

### **3.2 Holding over**

- (a) If the Service Provider continues to occupy the Residential Accommodation after the expiry of the Term with the consent of the Department then the Service Provider does so on a weekly basis on the terms and conditions of this Agreement.
- (b) The weekly licence may be terminated by either the Department or the Service Provider by not less than one week's notice in writing to the other expiring at any time.

## **4. NO APPLICATION OF RESIDENTIAL TENANCIES ACT 1987 (WA)**

### **4.1 Licence not a residential tenancy agreement**

The Service Provider acknowledges and agrees that:

- (a) the licence given under this Agreement is not a "residential tenancy agreement" as defined in section 3 of the Residential Tenancies Act 1987 (WA); and
- (b) the Service Provider has no rights under the Residential Tenancies Act 1987 (WA) in respect of all or any part of the Residential Accommodation.

#### **4.2 No sublicences for valuable consideration**

The Service Provider:

- (a) covenants that it will not grant to any person a sublicense or other occupancy right in respect of all or any part of the Residential Accommodation for "valuable consideration" as contemplated in the definition of "residential tenancy agreement" in section 3 of the Residential Tenancies Act 1987 (WA); and
- (b) acknowledges and agrees that none of the Service Provider Personnel will obtain from a sublicense granted to it by the Service Provider any rights under the Residential Tenancies Act 1987 (WA) in respect of all or any part of the Residential Accommodation.

#### **4.3 Indemnity**

The Service Provider indemnifies the Department from and against any cost, liability, loss or expense incurred by the Department arising from a breach of **clauses 4.1 or 4.2**.

### **5. AVAILABILITY OF RESIDENTIAL ACCOMMODATION**

#### **5.1 Residential Accommodation**

The Service Provider acknowledges and agrees that not all of the Residential Accommodation may be available for occupancy or use by the Service Provider at any particular time.

#### **5.2 Residential Accommodation may vary**

Subject to **clause 5.3**, the Department may, from time to time, vary the Residential Accommodation by withdrawing the availability of Residential Accommodation or adding to the Residential Accommodation other properties which may be used for residential purposes.

#### **5.3 Occupied Residential Accommodation**

- (a) The Department must make reasonable endeavours not to remove a property from the Residential Accommodation while it is occupied by Service Provider Personnel.

#### **5.4 Service Provider to notify Department of changing accommodation needs**

- (a) The Service Provider may request from the Department an increase or decrease in the number of properties made available as Residential Accommodation.
- (b) Notice given under **clause 5.4(a)** must be in writing, and must specify the properties that the Service Provider requests to be removed from or included as Residential Accommodation and must be given to the Department as far in advance as is reasonably possible.

### **5.5 Department may consider Service Provider's needs**

If the Department varies the Residential Accommodation under **clause 5.2**, the Department may have regard to the accommodation needs of the Service Provider as notified to the Department by the Service Provider pursuant to **clause 5.4**.

## **6. CONDITION AND MAINTENANCE OF RESIDENTIAL ACCOMMODATION**

### **6.1 Inspection of Residential Accommodation**

The Service Provider acknowledges having inspected the Residential Accommodation on or before the date of this Agreement and being satisfied as to its condition and state of repair.

### **6.2 No claim**

The Service Provider may not make any claim concerning the condition or state of repair of the Residential Accommodation and the Residential Accommodation is licensed to the Service Provider in its condition and state of repair as at the date of this Agreement.

### **6.3 No warranty**

To the extent permitted by Law:

- (a) the Department does not give any warranty or representation in respect of the condition or state of repair of the Residential Accommodation;
- (b) the Service Provider waives, releases and renounces any warranty, condition, representation and terms which might otherwise be implied by law in respect of the condition or state of repair of the Residential Accommodation; and
- (c) the Department has no liability to the Service Provider, Service Provider Personnel or their invitees in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly from the licence to the Service Provider or the occupation or use of the Residential Accommodation.

### **6.4 Department to maintain and repair**

The Department will keep the Residential Accommodation in good condition and repair relative to its condition at the date of this Agreement.

### **6.5 Service Provider to notify Department**

- (a) If urgent or non-routine repairs or maintenance are required to keep the Residential Accommodation in good condition and repair relative to its condition at the date of this Agreement, the Service Provider must notify the Department of the action or actions it considers are required to be taken.

- (b) If the Department agrees that the action or actions the Service Provider considers are required to be taken are reasonable in the circumstances, the Department will undertake that action or those actions within a reasonable time.
- (c) The Service Provider must notify the Department of any orders, directions and demands that the Service Provider is given from or on behalf of any Government Agency having jurisdiction over the Residential Accommodation.

## **7. RATES, TAXES AND CHARGES**

### **7.1 Statutory charges**

Subject to clauses 7.2 and 7.4, the Department must pay all rates, taxes and other statutory charges assessed on the Residential Accommodation.

### **7.2 Taxes**

The Department shall not be liable to pay or reimburse to the Service Provider or to any Service Provider Personnel any income tax, fringe benefits tax, tax on living away from home allowances or any other tax, levied on or payable by the Service Provider or Service Provider Personnel on or in connection with the occupancy or use of the Residential Accommodation by the Service Provider or Service Provider Personnel.

### **7.3 Utilities**

The Department will arrange the provision of, and make prompt payment to the relevant authority or service provider of all costs or charges associated with, the supply and consumption of:

- (a) water;
- (b) sewerage;
- (c) electricity;
- (d) gas (including LPG); and
- (e) subject to clause 7.4, any other utilities connected to the Residential Accommodation.

### **7.4 Telephone and telecommunications charges**

The Service Provider must arrange for the provision of, and make prompt payment to the relevant service provider for all costs or charges associated with, telephone and all other telecommunications charges including internet access and usage fees.

## **8. SERVICE PROVIDER COVENANTS**

### **8.1 Covenants**

The Service Provider for itself, the Service Provider Personnel, and their respective invitees covenants and agrees with the Department to:

- (a) use the Residential Accommodation for the Permitted Use and no other use;
- (b) allow the Department or an authorised representative of the Department to enter and inspect the Residential Accommodation at all reasonable times on reasonable notice;
- (c) keep the Residential Accommodation at all times in a clean and tidy condition;
- (d) comply, to the extent relevant under this Agreement, at its own expense with all Laws, and orders, directions and demands given by or on behalf of any Government Agency having jurisdiction over the Residential Accommodation (including but not limited to those relating to the Building Code of Australia, disability discrimination, the environment, fire precautions, insurance and fire alarms);
- (e) ensure that the Service Provider, the Service Provider Personnel, and their respective invitees do not do or omit to do anything in relation to the Residential Accommodation which:
  - (i) annoys, offends, obstructs or interferes with the use of any part of the Residential Accommodation by the Department, its agents, employees, service providers or contractors or any other person; or
  - (ii) annoys or offends the Department or any occupier of any adjoining or neighbouring property.

### **8.2 Additional covenants**

The Service Provider for itself, the Service Provider Personnel, and their respective invitees covenants and agrees with the Department not to:

- (a) make any modification, alterations, additions or other changes (structural or non-structural) or carry out any building or works whatsoever in or to the Residential Accommodation without the prior written consent of the Department;
- (b) damage the Residential Accommodation or any thing on or in the Residential Accommodation or injure any person in or around the Residential Accommodation;
- (c) cause any contamination, pollution or environmental damage;
- (d) keep any rubbish in or around the Residential Accommodation;

- (e) use the Residential Accommodation for any illegal purpose or do anything which does or could annoy or offend the Department or the occupants of any nearby Residential Accommodation or the Department or occupier of any adjacent or neighbouring property; or
- (f) store any thing in the Residential Accommodation which is dangerous, explosive or could increase the risk of fire in or near the Residential Accommodation.

## **9. ASSIGNMENT AND SUBLICENSING**

### **9.1 No assignment**

Subject to clause 9.2, the Service Provider must not assign, transfer possession or in any way dispose of any interest in the licence granted under this Agreement (including by way of lien, charge, mortgage or other Security Interest) or allow any person other than Eligible Personnel to use the Residential Accommodation without the prior written consent of the Department which may be granted conditionally or withheld at the Department's absolute discretion.

### **9.2 Consent not required for Eligible Personnel**

- (a) The Service Provider does not require the consent of the Department to the grant of a fee-free non-exclusive licence to occupy Residential Accommodation if the grant is:
  - (i) to Eligible Personnel; and
  - (ii) on terms and conditions which are not inconsistent with the terms and conditions of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, if an Eligible Personnel ceases to be Eligible Personnel while in occupation of Residential Accommodation, the Service Provider must terminate the sublicense and procure the Eligible Personnel to vacate the Residential Accommodation immediately.

### **9.3 Priority to certain Service Provider Personnel**

The Service Provider must not sublicense the Residential Accommodation identified as [insert] to anyone other than [*insert title or position description of Manager*].

## **10. RELEASE AND INDEMNITY**

### **10.1 Release of Department**

- (a) The Service Provider occupies and uses the Residential Accommodation at its own risk and the Department accepts no responsibility for any loss or damage to any Service Provider Property.



- (b) To the extent permitted by law, the Service Provider releases the Department from any claim, action, damage, loss, liability, cost or expense which the Service Provider suffers or incurs or is liable for in respect of:
  - (i) any loss or damage to the Service Provider Property;
  - (ii) any loss or damage resulting from the Service Provider's use of the Residential Accommodation; or
  - (iii) the death of, or injury to, any person in or around the Residential Accommodation.

## **10.2 Indemnity**

The Service Provider indemnifies the Department against any claim, action, loss, damage, cost, liability, expense or payment suffered or incurred by the Department in respect of:

- (a) the use of the Residential Accommodation by the Service Provider or the Service Provider Personnel or invitees;
- (b) any default by the Service Provider under this Agreement; and
- (c) the Department's termination of this Agreement under **clause 12**,

including, without limitation, the loss to the Department of the benefit of the Service Provider performing its obligations under this Agreement from the date of termination until the end of the Term.

## **11. INSURANCE**

### **11.1 Insurance**

The Service Provider must ensure that the insurance that it is required to effect and maintain under **clause 61** of the Contract is sufficient to meet any liability that may arise under this Agreement.

### **11.2 Other requirements**

If requested by the Department, the Service Provider must give the Department a certificate of currency for any policy effected and maintained pursuant to **clause 11.1**.

### **11.3 Maintain insurance**

The Service Provider must not do anything which could have the following result in respect of any insurance policy taken out by the Department in respect of the Residential Accommodation:

- (a) increase the insurance premium payable; or
- (b) affect the Department's rights under the policy or make the policy invalid or able to be cancelled.

#### **11.4 Cost and risk of Service Provider's obligations**

If the Service Provider is obliged to do anything under this Agreement, it must do so at its own cost and at its risk.

### **12. DEFAULT AND TERMINATION**

#### **12.1 Default of licence**

The Service Provider is in default of this Agreement if:

- (a) it does not perform any express or implied obligation of the Service Provider under this Agreement;
- (b) it repudiates its obligations under this Agreement; or
- (c) it is in Default of the Contract.

#### **12.2 Notice of termination for breach by Service Provider**

- (a) If the Service Provider is in default pursuant to **clause 12.1**, the Department may give a notice to the Service Provider (**First Notice**) requiring the default to be remedied.
- (b) If the Service Provider does not remedy the default within 14 days after the First Notice was given, the Department may give to the Service Provider another notice (**Second Notice**) ending the licence granted under this Agreement not less than 7 days after the Second Notice is given.

#### **12.3 If Contract terminates**

If the Contract is terminated or ends pursuant to its terms the licence granted under this Agreement terminates automatically on the day the Contract is terminated or ends.

#### **12.4 Department may remedy breach**

If the Service Provider does not comply with any term of this Agreement, then without affecting any other right of the Department the Department may, without notice, remedy the Service Provider's non-compliance at the Service Provider's cost.

#### **12.5 Department's right on re entry**

On re entry by the Department into the Residential Accommodation, the licence granted under this Agreement will immediately determine but without:

- (a) affecting any of the Department's rights contained or implied in this Agreement; or
- (b) releasing the Service Provider from liability in respect of the Service Provider's obligations under this Agreement.

### **13. SERVICE PROVIDER'S OBLIGATIONS ON TERMINATION**

#### **13.1 Service Provider to vacate**

On termination of this Agreement the Service Provider must immediately vacate the Residential Accommodation, remove or procure the removal of all Service Provider Property, make good to the satisfaction of the Department any damage caused by that removal, and return all keys to the Department.

#### **13.2 Removal and storage of Service Provider Property**

- (a) If the Service Provider does not comply with **clause 13.1**, the Department may remove the Service Provider Property from the Residential Accommodation and store it, all at the cost of the Service Provider.
- (b) If the Service Provider has not removed or procured the removal of the Service Provider Property from storage within 7 days of being requested by the Department to do so, the Department may dispose of the Service Provider Property without notice to the Service Provider or any Service Provider Personnel.

#### **13.3 Condition of Residential Accommodation**

When the Service Provider vacates the Residential Accommodation, the Service Provider must leave the Residential Accommodation in the same condition as at the date of this Agreement, fair wear and tear excepted.

### **14. NOTICES**

#### **14.1 Address for notices**

Unless otherwise provided, any notice, request or other communication given under this Agreement must be in writing and dealt with as follows:

- (a) if given by the Service Provider to the Department, signed by the Service Authority or the Service Administrator and marked for the attention of the Contract Authority or the Contract Administrator at the address set out in **clause 14.2** or as otherwise notified from time to time by the Department; or
- (b) if given by the Department to the Service Provider, signed by the Contract Authority or the Contract Administrator and marked for the attention of the Service Authority and the Service Administrator at the address set out in **clause 14.2** or as otherwise notified from time to time by the Service Provider.

## 14.2 Addresses

- (a) The address for the Department:

**Contract Authority – Detention Services Contract**

First Assistant Secretary, Community and Detention Services Division  
PO Box 25  
Belconnen ACT 2616  
Email: Detention.Management@immi.gov.au

Facsimile: 61 2 6264 1100

- (b) The address for the Service Provider

**Service Authority – Detention Services Contract**

Company Secretary  
Serco Asia Pacific  
Level 10  
90 Arthur Street  
Sydney  
2060

Facsimile: 61 2 9964 9924

## 14.3 Delivery of notices

Any notice, request or other communication is to be delivered by hand, sent by prepaid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by prepaid post.

## 14.4 Receipt of notices

A notice, request or other communication will be deemed to be received:

- (a) if delivered by hand upon delivery;
- (b) if sent by prepaid ordinary post within Australia, upon the expiration of 2 Business Days after the date on which it was sent;
- (c) if sent by prepaid ordinary post outside Australia, upon the expiration of 5 Business Days after the date on which it was sent; and
- (d) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

## **15. AMENDMENT**

### **15.1 Amendment**

This Agreement can only be amended or replaced by another document signed by the parties.

## **16. GENERAL**

### **16.1 Governing law**

- (a) This Agreement is governed by the laws of the Australian Capital Territory.
- (b) Each Party submits to the jurisdiction of the courts of the Australian Capital Territory and of any court that may hear appeals from these courts for any proceedings in connection with this Agreement.

### **16.2 Liability for expenses**

- (a) Each Party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.
- (b) The Service Provider must indemnify the Department against, and must pay to the Department on demand the amount of, any duty (including penalties and interest) that is payable on or in relation to this Agreement and the transactions that it contemplates.

### **16.3 Giving effect to Agreement**

Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other Party may reasonably require to give full effect to this Agreement.

### **16.4 Waiver of rights**

- (a) A right may only be waived in writing, signed by the Party giving the waiver.
- (b) No other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- (c) A waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again.
- (d) The exercise of a right does not prevent any further exercise of that right or of any other right.

### **16.5 Operation of this Agreement**

- (a) Any right that a Party may have under this Agreement is in addition to, and does not replace or limit, any other right that the Party may have.

- (b) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

#### **16.6 Operation of indemnities**

- (a) Each indemnity in this Agreement survives the expiry or termination of this Agreement.
- (b) A Party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

#### **16.7 Consents**

Where this Agreement contemplates that the Department may agree or consent to something (however it is described), the Department may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this Agreement expressly states otherwise.

#### **16.8 Exclusion of contrary legislation**

Any legislation that adversely affects an obligation of a Party, or the exercise by a Party of a right or remedy, under or relating to this Agreement is excluded to the full extent permitted by law.

#### **16.9 Inconsistency with other documents**

- (a) Subject to **clause 16.9(b)**, if this Agreement is inconsistent with any other document or agreement between the parties, this Agreement prevails to the extent of the inconsistency.
- (b) If this Agreement is inconsistent with the Contract, the Contract prevails to the extent of any inconsistency,

#### **16.10 Counterparts**

This Agreement may be executed in counterparts.

#### **16.11 Attorneys**

Each person who executes this Agreement on behalf of a Party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

## **SCHEDULE 1**

### **RESIDENTIAL ACCOMMODATION**

Block 564 - 11B San Chye Loh, Poon Saan, CI (8 units)

Block 565- 11A San Chye Loh, Poon Saan, CI (14 units)

Block 566 – 13 Poon Saan Rd, Poon Saan, CI (16 units)

Block 567 – 15 Poon Saan Rd, Poon Saan, CI (16 units)

Block 568 – 17 Poon Saan Rd, Poon Saan, CI (16 units)

Block 569 – 19 Poon Saan Rd, Poon Saan, CI (16 units)

Block 570 – 22 Poon Saan Rd, Poon Saan, CI (10 units)

Block 670 – 21A Jalan Perak, Silver City, CI (16 units)

Block 671 – 21B Jalan Perak, Silver City, CI (16 units)

Block 672 – 23B Jalan Perak, Silver City, CI (16 units)

Block 673 – 23A Jalan Perak, Silver City, CI (16 units)

#### **Duplex 3 bedroom houses**

14A & 14B Jalan Ketam Merah, Drumsite, CI

16A & 16B Jalan Ketam Merah, Drumsite, CI

18A & 18B Jalan Ketam Merah, Drumsite, CI

20A & 20B Jalan Ketam Merah, Drumsite, CI

22A & 22B Jalan Ketam Merah, Drumsite, CI

**2 x 3 bedroom houses**

24A Sin Sang Road, Drumsite, CI

24B Sin Sang Road, Drumsite, CI



**EXECUTED** by the parties as a deed

**SIGNED** for and on behalf of  
Commonwealth of Australia by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness in full

**EXECUTED** by Serco Australia Pty  
Limited:

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 2  
STATEMENT OF WORK**

**SECTION 2.2.1  
People in Detention Services**

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## **PHILOSOPHY**

The People in Detention Services philosophy is to make Facilities pleasant places for everyone to live and work. The aim of service delivery to People in Detention is to ensure that the only change to an individual's well-being as a result of being in Immigration Detention is the restriction of freedom of movement. Immigration Detention is mandatory "administrative detention"; it is not indefinite or correctional detention. Arrangements and principles that underpin the requirements of Immigration Detention are detailed in the Immigration Detention Values.

The Department and the Service Provider will work together to ensure that every individual in the detention environment is treated with dignity, equality, respect and fairness, in accordance with the Immigration Detention Values. The Department and the Service Provider will facilitate a positive, safe and healthy detention environment by providing Services to maintain the physical, emotional, social and spiritual well-being of the individual Person in Detention.

People in Detention Services will be managed cooperatively by the Service Provider with the Department Regional Management and the Health Services Manager to provide integrated and effective service delivery. The Service Provider will facilitate access by People in Detention to family, legal services and support networks, information and communication technologies, education Programs and Activities, and religious activities and practitioners.

The Service Provider will promote social interaction between People in Detention, Service Provider Personnel, and visitors.

The Service Provider will have primary responsibility for day to day interaction with People in Detention. For each Person in Detention, the Service Provider will need to be fully aware of their state of well-being and be pro-active in managing their amenity needs.

In delivering People in Detention Services, the Service Provider will not act in a manner contrary to the principles set out in the Immigration Detention Values.

## **1. Well-being of People in Detention**

### **1.1 General**

- (a) The Service Provider must provide or manage a range of People in Detention Services at each Facility, and facilitate and encourage People in Detention to access these Services.
- (b) All service delivery decisions taken by the Service Provider will take account of the individual needs of People in Detention, and will aim to improve health and well-being outcomes for each Person in Detention.
- (c) The Service Provider will provide a range of Services to promote the well-being of People in Detention and create an environment that supports security and safety at each Facility.
- (d) The Service Provider must ensure that it and all Service Provider Personnel treat People in Detention equitably and fairly, with dignity and respect.
- (e) The Service Provider must focus on the well-being of each Person in Detention and will make every effort to ensure visits from family, friends and support groups are facilitated.
- (f) The Service Provider will encourage interaction between People in Detention.
- (g) The Service Provider will facilitate external excursions to enhance the ongoing emotional and mental health of each Person in Detention.

### **1.2 Communication Services**

#### **1.2.1 Access and Use of Telephones**

- (a) The Service Provider must:
  - (i) unless otherwise directed by the Department, ensure that all People in Detention can access a telephone at all times to make a call to any person:
    - (A) at the Department's expense where the Person in Detention

- making the call is located at a Christmas Island Site; and
- (B) at the Person in Detention's expense where the Person in Detention making the call is located at a Mainland Centre; and
- (ii) facilitate access to a telephone by a Person in Detention where the Person in Detention wishes to contact a family member, a legal representative or a consular official in relation to immigration process matters:
    - (A) at the Department's expense for People in Detention at a Christmas Island Site; and
    - (B) at the Service Provider's expense for all other People in Detention.
- (b) The Service Provider must provide public telephones in all Facilities, except Christmas Island Sites, where the Department will arrange for public telephones.
  - (c) The Service Provider may allow People in Detention to retain their mobile phone within the Facility, provided that the handset does not have a recording capability (either audio or visual).
  - (d) Where People in Detention do not have a mobile phone or their mobile phone has recording capability (not including voice mail), the Service Provider must provide the Person in Detention with a suitable mobile phone.

### 1.2.2 Incoming Telephone Calls and Facsimiles for People in Detention

- (a) Unless otherwise directed by the Department, the Service Provider must:
  - (i) make provision for People in Detention to have access to incoming and outgoing telephone calls at any time;
  - (ii) notify a Person in Detention of incoming calls received on a landline via the mobile phone messaging system; and
  - (iii) notify People in Detention of any calls received for them when the Person in Detention was not available to receive the call, maintaining privacy and security of this information at all times.

- (b) The Service Provider must:
- (i) make provision for People in Detention to have access to incoming and outgoing facsimiles;
  - (ii) register all received facsimiles which are addressed to People in Detention;
  - (iii) make facsimile and photocopying facilities available from 0730 – 2200 hours and, in exceptional circumstances, outside of those hours by request to residential Service Provider Personnel;
  - (iv) bill the cost of outgoing facsimiles to the Person in Detention on a cost recovery basis;
  - (v) deliver facsimiles for People in Detention in an internal envelope; and
  - (vi) ensure confidentiality in the handling of facsimiles for People in Detention.

### **1.2.3 Use of Computers**

- (a) The Service Provider must, at each Mainland Centre:
- (i) provide, facilitate and manage access to computers for People in Detention to perform functions such as word processing, spreadsheets, internet and email for their private use, for purposes related to Programs and Activities and for the preparation of documents related to their immigration outcome;
  - (ii) provide memory sticks to People in Detention with a minimum one gigabyte; and
  - (iii) ensure People in Detention, and any Visitors seeking to assist People in Detention to use internet or computer services, understand and sign the Conditions of Computer Use before they can access any internet service or desktop computer.
- (b) The Service Provider must, at each Christmas Island Site:

- (i) facilitate and manage access to computers for People in Detention to perform functions such as word processing, spreadsheets, internet and email for their private use, for purposes related to Programs and Activities and for the preparation of documents related to their immigration outcome;
- (ii) provide memory sticks with a minimum one gigabyte to People in Detention; and
- (iii) ensure People in Detention, and any Visitors seeking to use internet or computer services, understand and sign the Conditions of Computer Use before they can access any internet service or desktop computer.

#### **1.2.4 Internet Services**

- (a) The Service Provider must:
  - (i) provide, facilitate and manage access by People in Detention to internet services at each Facility (excluding at Christmas Island Sites);
  - (ii) ensure appropriate filtering software, supervision and other measures as necessary are in place, in accordance with Departmental requirements, to control and limit access by People in Detention to:
    - (A) pornographic and other prohibited sites, including those containing or promoting illegal acts;
    - (B) personal software;
    - (C) File Transfer Protocol sites, software or data; and
    - (D) prohibited sites in foreign languages.
- (b) At Christmas Island, the Service Provider must:
  - (i) facilitate and manage access by People in Detention to internet services;
  - (ii) ensure appropriate supervision and other measures as necessary are



in place, in accordance with Departmental requirements, to prevent access by People in Detention to:

- (A) pornographic and other prohibited sites, including those containing or promoting illegal acts;
  - (B) personal software;
  - (C) File Transfer Protocol sites, software or data; and
  - (D) prohibited sites in foreign languages; and
- (iii) notify the Department when it becomes aware of any defects that affect use by People in Detention of the internet services.

#### **1.2.5 Equity of Access by People in Detention to Communication Services**

- (a) The Service Provider must implement a booking system:
- (i) for People in Detention to access telephones, facsimile machines, Internet service facilities, desktop computers and other communications systems, that is open and transparent;
  - (ii) that ensures the provision of communication services is fair and equitable to People in Detention; and
  - (iii) that allows for priority access to be provided to People in Detention working on matters related to their immigration case.

#### **1.2.6 Access and Use of Mail Services**

- (a) The Service Provider must:
- (i) provide facilities for People in Detention to send and promptly receive mail;
  - (ii) register all received mail which is addressed to a Person in Detention, with mail to be collected and processed twice daily;
  - (iii) ensure all mail addressed to a Person in Detention is distributed unopened to that Person in Detention within four hours of it being received at the Facility;

- (iv) ensure each Person in Detention signs for all mail received by them; and
  - (v) notify the Department Regional Management if a Person in Detention receives any correspondence from the Department, the Refugee Review Tribunal or the Migration Review Tribunal.
- (b) Postage costs for mail sent by People in Detention will be at the Person in Detention's expense except when a Person in Detention does not have the means to pay for postage, in which case the Service Provider must refer to the Department's instructions.

### **1.2.7 Security of Mail Services**

- (a) At Facilities where the Department has provided electronic scanning equipment (which may include x-ray equipment), the Service Provider must electronically scan all delivered mail.
- (b) Where the Service Provider has a reasonable suspicion that a letter or package may contain Illegal Items, Excluded Items or Controlled Items, the Service Provider must request that the Person in Detention open the letter or package addressed to them in the presence of Service Provider Personnel.
- (c) Where a Person in Detention refuses to open a letter or package when requested by the Service Provider in accordance with **subclause 1.2.7(b)**, the Service Provider Personnel must withhold the letter or package and immediately contact the Department Regional Management.
- (d) Where Illegal Items, Excluded Items or Controlled Items are found in a letter or package, the Service Provider must:
  - (i) remove the items;
  - (ii) hold the items in trust; and
  - (iii) deal with the items in accordance with this **Section 2.2.1** (People in Detention Services).

### 1.2.8 Communication of Information to People in Detention

- (a) The Service Provider must ensure that:
  - (i) all information and documents provided to a Person in Detention by the Service Provider are in a language understood by the Person in Detention;
  - (ii) the Person in Detention nominates a preferred language during Reception, and signs to this effect; and
  - (iii) access to an appropriately qualified interpreter is provided where a Person in Detention requests such assistance.
- (b) Where a Person in Detention is assessed by the Service Provider or the Department as not being able to competently communicate in English, the Service Provider must ensure that an appropriately qualified interpreter is used for all formal communication with that Person in Detention;
- (c) Where the services of an interpreter are either requested by a Person in Detention or identified as required by the Department or the Service Provider under **clause 1.2.8(b)**, the Service Provider must:
  - (i) subject to **clause 1.2.8(c)(ii)**, ensure that the Department provided translation services are utilised to communicate information to the Person in Detention; or
  - (ii) in cases where the Department provided translation services are inadequate to meet the needs of the Person in Detention (including cases where the Person in Detention's language is not covered by the translation service or a short notice on-site presence is required) the Service Provider must:
    - (A) seek the approval of the Department Regional Management to engage the services of additional translation or interpreting services; and
    - (B) where the use of additional translation or interpreting services are approved by the Department Regional Management:

- (I) only engage additional translation or interpreting services that are accredited by the National Accreditation Authority for Translators and Interpreters; and
  - (II) charge the costs of the additional translation or interpreting services to the Department as a Cost Plus Pass Through Cost.
- (d) The Service Provider may only engage the services of another Person in Detention to interpret on the behalf of the Service Provider, in emergency situations or instances where informal or social communication is intended.
- (e) The Service Provider must ensure that Service Provider Personnel receive practical training in effectively working with interpreters.

### **1.3 Visa Application Forms and Statutory Declarations**

- (a) The Service Provider must, in accordance with section 256 of the Migration Act, ensure that the following is made available to a Person in Detention upon their request:
- (i) a visa application form (provided by the Department Regional Management); and
  - (ii) the means to make a statutory declaration, including availability of a witness with authority under the Statutory Declarations Act 1959 (Cth).

### **1.4 Complaints Management**

#### **1.4.1 Complaints Management System**

- (a) The Service Provider must develop, implement and manage a system, to be approved by the Department, which allows People In Detention to make a complaint or provide feedback on matters relevant to their detention.
- (b) The Service Provider must:

- (i) use the Department’s nominated information technology system to record and manage all complaints, feedback or suggestions;
- (ii) clearly communicate the complaint and feedback system mechanics to all People in Detention, including the provision of a written guide in a relevant language to be provided to People in Detention during the Reception process;
- (iii) ensure that all feedback and complaints are acknowledged upon receipt;
- (iv) if the request or complaint is made orally, ensure that the request or complaint is transcribed onto the relevant form to maintain a consistent documentation audit trail; and
- (v) ensure that all People in Detention who have provided feedback or made a complaint are informed as to the outcome:
  - (A) within three days of receipt; and
  - (B) in a manner consistent with the Immigration Detention Values.
- (c) Where complaints or feedback received by the Service Provider are not resolved within the three day timeframe, or are escalated to an external third party, the complaint or feedback is then considered to be an Incident and must be reported in accordance with the Incident reporting requirements set out in **Section 2.2.3** (Business Services and Continuous Improvement) of **Schedule 2** (Statement of Work) and **Schedule 4.3** (Reporting Requirements).

#### **1.4.2 Complaints to the Service Provider, the Department and Other Agencies**

- (a) The Service Provider must inform People in Detention of their right to complain without hindrance or fear of reprisal:
  - (i) to the Service Provider, its Personnel and/or Subcontractors, the Department, the Australian Human Rights Commission or the Commonwealth and Immigration Ombudsman;
  - (ii) in the case of a suspected criminal offence, to the police; or

- (iii) in the case of suspected child abuse, to the relevant State/Territory welfare agency.

#### **1.4.3 Forwarding of Complaints to Other Agencies**

- (a) The Service Provider must ensure that complaints that are either expressed to be for the attention of a third party (including those agencies referred to in **clause 1.4.2(a)** above) or are deemed by the Department or the Service Provider to be more appropriately resolved by a third party, are forwarded to the relevant agency in a timely fashion and in accordance with applicable law.

#### **1.4.4 Display Material**

- (a) The Service Provider must:
  - (i) prominently display:
    - (A) Material provided by the Department, the Australian Human Rights Commission, United Nations High Commissioner for Refugees, the Commonwealth and Immigration Ombudsman and other authorised agencies providing information related to Immigration Detention;
    - (B) notices to advise of regular visits by the Commonwealth and Immigration Ombudsman; and
    - (C) the Service Provider's Code of Conduct; and
  - (ii) provide facilities for People in Detention to contact the agencies referred to in **clause 1.4.2(a)** by mail or facsimile.

#### **1.4.5 Internal management of Complaints, Feedback and Suggestions made by People in Detention**

- (a) The Service Provider must:
  - (i) manage written and verbal complaints, feedback or suggestions by People in Detention;
  - (ii) acknowledge receipt of the complaint, feedback or suggestion in

writing to the Person in Detention within 24 hours of receiving a complaint, feedback or suggestion;

- (iii) accurately record all complaints, feedback or suggestions;
- (iv) assess and respond to all complaints, feedback or suggestions;
- (v) promptly resolve all complaints or feedback, or action the suggestion;
- (vi) give the Person in Detention an update every fortnight where a complaint or feedback cannot be resolved within one week;
- (vii) advise the Person in Detention of the reasons where a suggestion cannot be actioned;
- (viii) inform the Person in Detention of the final outcome within 14 days of receipt, in a manner consistent with the Immigration Detention Values;
- (ix) ensure the Person in Detention's identity remains confidential, and minimise the risk of any possible retribution from other People in Detention or illegal conduct;
- (x) advise the Department Regional Management as soon as possible when the Service Provider is of the view that a complaint should be forwarded to another agency; and
- (xi) advise the Department Regional Management as soon as possible when the Person in Detention is dissatisfied with the outcome or seeks higher level review.

#### **1.4.6 Complaints by People in Detention against Department or Service Provider Personnel**

- (a) The Service Provider must notify the Department Regional Management of any complaint made by a Person in Detention about the conduct of Department Personnel, Service Provider Personnel or third party service providers as soon as practicable and, in any event, within 12 hours of receipt of the complaint.

#### **1.4.7 Requests, Complaints, Feedback or Suggestions from the Community or Stakeholders**

- (a) If the Service Provider receives a request, complaint, feedback or suggestion from a member of the community or a Stakeholder, it must:
  - (i) notify the Department, of the request, complaint, feedback or suggestion within one day; and
  - (ii) provide a written response to the person who lodged the request, complaint, feedback or suggestion, setting out the action taken or the reason why no action will be taken within 14 days.

#### **1.5 Consultative Committees**

- (a) The Service Provider must at each Facility:
  - (i) provide secretariat services to the Department convened Consultative Committee; and
  - (ii) ensure senior representatives from the Service Provider attend each Consultative Committee meeting.
- (b) Further requirements in relation to the Consultative Committee are set out in **Schedule 4.2** (Governance).

#### **1.6 Television and other Media**

- (a) The Service Provider must provide and facilitate access by People in Detention to:
  - (i) free-to-air television and other broadcast services, where available, covering news, current affairs and other content that the Service Provider may recommend to promote the well-being of People in Detention;
  - (ii) library services suitable to the current demographic and occupancy levels of People in Detention, including:
    - (A) English and foreign language videos/DVDs;



- (B) a selection of local, national and foreign language books, periodicals, and newspapers; and
  - (C) foreign language – English translation dictionaries.
- (b) The Service Provider must:
- (i) ensure that the books offered through the library service meet the cultural, educational and recreational needs of the population of the Facility;
  - (ii) the quantity of books available is adequate for the population at the Facility; and
  - (iii) review the library stock holdings on a quarterly basis, factoring in recommendations from the Consultative Committees or the Department.
- (c) The Department will provide the infrastructure associated with access to free-to-air television (including television sets, media players, cabling, ports and satellite dishes, where required).
- (d) The Service Provider may, with the approval of the Department Regional Management, restrict access to some television and other media services in unusual circumstances such as when People in Detention are being held in restrictive detention.
- (e) The Service Provider must ensure that People in Detention who access media and entertainment facilities comply with the requirements set out in the Rights and Responsibilities of People in Immigration Facilities.

## **1.7 Visitor Management**

### **1.7.1 Visits Administration**

- (a) The Service Provider must:
- (i) conduct all administration relating to Visits and use the Department's nominated information technology system to record Visitor and Visit details;

- (ii) implement Visitor management procedures that are consistent across all Facilities;
- (iii) develop Conditions of Entry (Visitors) and Visitor Application Forms, to be approved by the Department during the Transition In Period;
- (iv) create, maintain and prominently display, in agreed translated languages, an approved Conditions of Entry (Visitors) sheet in the visits registration area;
- (v) create and maintain an approved Visitor Application Form that is readily available to persons seeking to Visit People in Detention at Facilities;
- (vi) ensure that all people seeking to Visit People in Detention, including any nominated legal representatives or recognised diplomatic and consular representatives, are supplied with and sign both the Conditions of Entry (Visitors) sheet and the Visitor Application Form;
- (vii) ensure that all Visitors to Facilities are informed of any responsibilities they may have while within a Facility;
- (viii) check Visitor identification documents;
- (ix) receive authorisation from the Person in Detention for the Visit;
- (x) approve the Visit or otherwise and advise the prospective Visitor;
- (xi) screen Visitors to Facilities on arrival for Excluded, Controlled and Illegal Items in accordance with the Detention Services Manual (see **Schedule 16** (Legislation and Commonwealth Policies));
- (xii) with approval from the Visitor, screen Visitors to Christmas Island APODs (the Service Provider must not forcibly screen Visitors to Christmas Island APODs);
- (xiii) ensure that all Visitor information is managed in accordance with the Privacy Act;

- (xiv) notify the Person in Detention as soon as practicable that the Visitor has arrived;
- (xv) manage Visitor access to and use of storage lockers;
- (xvi) where required, escort the Visitor to and from designated Visit areas;
- (xvii) provide tea, coffee, water and biscuits, and arrange for the provision of other food and beverage vending machines (purchases from which will be at the expense of the Person of Detention or Visitor);
- (xviii) record Visitor and Visit details in the Visitor Log in accordance with **clause 1.7.2** below; and
- (xix) record Visitor and Visit details on the Person in Detention's Record.

### **1.7.2 Visitor Log**

- (a) The Service Provider must create and maintain a Visitor Log to record:
  - (i) the name of the Visitor;
  - (ii) the name of the Person or People in Detention being visited;
  - (iii) verification of Visitor identification documents presented;
  - (iv) the purpose of the Visit;
  - (v) the date and time the Visitor entered and departed the Facility;
  - (vi) when the Service Provider denies, reschedules or terminates a Visit, justification for the Service Provider actions and any justification offered by the Visitor or the Person in Detention being visited; and
  - (vii) any special security actions taken in relation to the Visit.

### **1.7.3 Designated Visits Areas**

- (a) Unless otherwise approved by the Department, the Service Provider must ensure all Visits to People in Detention are conducted in areas designated by the Department Regional Management.

- (b) The Service Provider must ensure that the visit areas include:
  - (i) chairs and tables;
  - (ii) hot/cold drinks and confectionery vending machines; and
  - (iii) a child play area, that complies with relevant Laws and standards, where parents may supervise their children at play.
- (c) The Service Provider must ensure that Visitors have access to:
  - (i) toilet facilities; and
  - (ii) hand washing and baby change facilities.
- (d) The Service Provider must, during hours when the Facility kitchen is open, provide a make to order sandwich service for Visitors.

#### **1.7.4 Private Interview Rooms**

- (a) The Service Provider must:
  - (i) where possible, facilitate contact in a private interview room with the Person in Detention's diplomatic, consular, legal, Australian Human Rights Commission and Commonwealth and Immigration Ombudsman representatives;
  - (ii) where possible, facilitate contact in a private interview room with any other visitor approved by the Department; and
  - (iii) provide security Service Provider Personnel near the interview rooms for intervention, if and when required.

#### **1.7.5 Wishes of People in Detention regarding visitors**

- (a) The Service Provider must ensure the Person in Detention agrees to meet with a Visitor before permitting the Visitor access to the Facility.

#### **1.7.6 Visits for People in Detention being held in restrictive detention**

- (a) The Service Provider must ensure People in Detention being held in restrictive detention do not receive Visitors, unless the Visit has been

approved by the Department Regional Management.

#### **1.7.7 Visitor Conditions and Restrictions**

- (a) The Service Provider must:
  - (i) treat all Visitors with dignity and respect; and
  - (ii) ensure Visitors are advised of all conditions or restrictions imposed by the Department on Visitors.

#### **1.7.8 Refusal or Removal of Visitors**

- (a) The Service Provider must refuse Visitor access to the Facility when:
  - (i) the Service Provider has a reasonable suspicion the Visitor could pose a threat to the security of the Facility or the safety and well-being of any Person in Detention or Service Provider Personnel;
  - (ii) the Visitor refuses to comply with Facility entry requirements; or
  - (iii) the Visitor breaches any condition or restriction placed on their Visit.
- (b) The Service Provider has no power to forcibly remove a Visitor unless a Visitor is acting in a violent or threatening matter.
- (c) The Service Provider should request a Visitor to leave and, if they refuse, notify the Department Regional Management.
- (d) The Service Provider must inform the Person in Detention when a Visit has been refused and the reason for refusal as soon as possible.

#### **1.7.9 Standard Visiting Hours**

- (a) The Service Provider must:
  - (i) provide Service Provider Personnel to manage standard visiting hours at each Facility;
  - (ii) unless otherwise approved by the Department Regional Management, publish standard visiting hours that provide for at least six visiting hours each day including two hours between 1800 – 2000

hours;

- (iii) enable Visits outside of these times to cater to special and operational needs;
- (iv) enable official, legal or case related Visits/interviews between 0900-1730 hours; every day of the year, including Public Holidays;
- (v) enable official, legal or case related Visits/interviews outside these times for urgent requirements; and
- (vi) make provision to process Visitors before standard visiting hours to allow Visits to People in Detention to commence immediately at the start of standard visiting hours.

#### **1.7.10 Visits by Approved Volunteers and Community Group Representatives**

- (a) Where the Department has advised the Service Provider of the name and contact details for a volunteer who may be suitable for such employment, the Service Provider must:
  - (i) initiate an Australian Federal Police check and any other check required by Law (as a Zero Mark Up Pass Through Cost to the Department); and
  - (ii) immediately notify the Department Regional Management if any of these checks indicate that an individual may not be a suitable person to work with People in Detention.
- (b) The Department may provide standing approval for Visits to individuals from approved volunteer organisations.

#### **1.7.11 Visits by Religious Practitioners**

- (a) The Service Provider must provide access to religious practitioners who wish to conduct religious services or pastoral services in accordance with Departmental Policy.

### **1.7.12 Media Visits**

- (a) The Service Provider must:
  - (i) not provide access to the Facility for media visits unless the Visit has been approved by the Department;
  - (ii) ensure that media personnel only conduct activities approved by the Department; and
  - (iii) if deviation from approved activities occurs, terminate the Visit, and immediately inform the Department as to the circumstance of the termination.

### **1.7.13 Standing Approval for Immigration Detention Advisory Group and Commonwealth Ombudsman Visits and other Commonwealth Bodies**

- (a) The Service Provider must provide unrestricted access to the Facility for Immigration Detention Advisory Group representatives and the Commonwealth and Immigration Ombudsman, after normal screening procedures.
- (b) 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.

### **1.7.14 Accepting Property**

- (a) The Service Provider must:
  - (i) provide facilities for Visitors to leave property at the Facility for delivery to People in Detention; and
  - (ii) issue a receipt to the Visitor for the property and, after security screening to detect any Excluded and Controlled, and Illegal Items, transfer the property to the Person in Detention within four hours and in accordance with the Property of People in Detention section of this **Section 2.2.1** (People in Detention Services).

## **1.8 Religious Activities**

- (a) The Service Provider must ensure all People in Detention are free to practice their religion of choice individually or communally in accordance with Departmental Policy and subject to the overriding safety and security of People in Detention.
- (b) The Service Provider must appoint a Religion Liaison Officer at each Facility to coordinate all religious activities, such coordination to be performed in accordance with Departmental Policy.
- (c) The Service Provider must appoint a Religion Liaison Office on Christmas Island who is responsible for coordination of religious activities, in accordance with Departmental policy, for all Christmas Island Sites.

## **1.9 Individual Allowance Program**

- (a) The Service Provider must:
  - (i) implement and manage the Department's approved Individual Allowance Program (**IAP**) in each Facility, in which People in Detention are allocated points that can be exchanged for small items at the Facility shop, or for special purchases;
  - (ii) record the Person in Detention's current IAP balance on their Individual Management Plan:
    - (A) weekly; and
    - (B) before the Person in Detention is Transferred or Discharged;
  - (iii) provide People in Detention with a copy of their IAP accounts, including all allocated and expended IAP credit points, and/or IAP point balances:
    - (A) each month; and
    - (B) on request from the Person in Detention;
  - (iv) provide the Department with a monthly summary of all IAP accounts, including details of all credit point allocations and



- expenditures for each IAP account; and
- (v) upon request from the Department, provide as soon as possible, full details of current balances of any or all IAP accounts, including details of all credit point allocations and expenditures.
- (b) In managing the IAP, the Service Provider must:
- (i) not allow People in Detention to use IAP points to purchase services, such as extra internet usage time;
  - (ii) not allow People in Detention to exchange IAP points for cash while in immigration detention or on Release from immigration detention;
  - (iii) not transfer IAP points between People in Detention; and
  - (iv) ensure that People in Detention retain their IAP balance regardless of their placement within the Immigration Detention network.

## **1.10 Programs and Activities**

### **1.10.1 Manage Programs and Activities**

- (a) The Service Provider must:
- (i) appoint a dedicated Manager in charge of Programs and Activities at each Facility;
  - (ii) develop, manage and deliver structured and unstructured Programs and Activities designed to provide educational and recreational opportunities, and provide meaningful activities that will enhance the mental health and well-being of individuals in Immigration Detention;
  - (iii) develop strategies to encourage People in Detention to participate in Programs and Activities, noting that participation is voluntary;
  - (iv) ensure Programs and Activities cater for the diverse needs of People in Detention;
  - (v) include supervised external excursions in the range of Programs and

Activities offered to People in Detention;

- (vi) take into account the demographics of People in Detention at each Facility;
  - (vii) take feedback from People in Detention into account when developing Programs and Activities;
  - (viii) vary the types of Programs and Activities on offer;
  - (ix) provide at least one Program or Activity in the morning and afternoon of every day; and
  - (x) maintain a tailor-made individual program for all People in Detention who will be in a Facility for a period longer than ten days (as advised by the Department) that:
    - (A) has regard to outcomes and/or identified needs outlined in Individual Management Plans; and
    - (B) is developed before the end of the Induction period for the relevant Person in Detention.
- (b) In addition to the requirements set out in **clause 1.10.1(a)** above, the Service Provider must ensure that:
- (i) all People in Detention at Northern IDC have access to a minimum of 2 supervised external recreational, sporting and religious activities per Person in Detention per week; and
  - (ii) nominated guardians of minors housed outside of Northern IDC have a minimum of 3 supervised contacts with the relevant minor Person in Detention.
- (c) For all excursions included in the schedule of Programs and Activities, the Service Provider must ensure that:
- (i) People in Detention in restrictive detention are not eligible to apply for, or participate in, an excursion during the period of restrictive detention;

- (ii) all excursions are based on risk management principles; the Australian Risk Management Standard (ASNZ s4360:2004) and the Department's risk management framework; and
- (iii) it records all movement of People in Detention in the Department's nominated information technology system as well as any Incidents that occur during any excursion.

### **1.10.2 Programs and Activities Schedule**

- (a) The Service Provider must:
  - (i) provide a monthly Program and Activities Schedule for each Facility for the Department Regional Management approval;
  - (ii) ensure the Program and Activities Schedule is responsive to changes in the population of People in Detention and their needs and requests;
  - (iii) implement the Program and Activities described in the approved Schedule; and
  - (iv) provide the equipment and qualified Service Provider Personnel required to support the Program and Activities Schedule.

### **1.10.3 Recording Participation of People in Detention**

- (a) The Service Provider must:
  - (i) record the names of People in Detention who attend each Program and Activity and the duration of that attendance;
  - (ii) for Programs and Activities that attract IAP credits, record the IAP credits accumulated by each Person in Detention; and
  - (iii) where a Person in Detention's non participation is noticeable either in all activity areas, or one specific area, ensure that:
    - (A) Service Provider Personnel talk to the Person in Detention informally to ascertain why he/she is not attending, and log the results of the interview in the Person in Detention's Individual

Management Plan; and

- (B) the Service Provider advises the Department Regional Management of People in Detention who do not regularly participate in Programs and Activities and gives detail regarding reasons for non-participation.

## **1.11 Facility Shop and Special Buys**

### **1.11.1 Facility Shop**

- (a) The Service Provider must:
  - (i) stock and manage a shop in each Facility that trades IAP credits points for items such as personal care products, telephone cards, stamps, writing paper, tobacco and snack food;
  - (ii) consider requests of People in Detention when determining what items will be stocked in the shop;
  - (iii) prominently display prices and opening times in the shop, with signage in all relevant languages as appropriate to the Facility's population;
  - (iv) trade items at the IAP credits equivalent purchase cost of the items; and
  - (v) trade all items at cost of the items to the Service Provider.
- (b) The Service Provider must ensure that the Facility Shop is open for a minimum of four hours each day, seven days a week, including a morning and afternoon session, unless different operating hours have been approved by the Department Regional Management.
- (c) Where People in Detention arrive at the Facility outside shop opening times, the Service Provider must have processes in place to sell People in Detention a range of basic goods to be agreed with the Department;

### **1.11.2 Hair Dressing Service**

- (a) The Service Provider must:
  - (i) provide People in Detention with a free basic hair cut service, provided by a qualified hairdresser or barber;
  - (ii) Provide access to a suitable location for the hair cut service and a visitor escort to the hairdresser or barber;
- (b) For the purposes of **clause 1.11.2(a)** a basic hair cut service comprises of a wash and cut.

### **1.11.3 Special Buys**

- (a) Where a Person in Detention requests a particular item and has sufficient funds, and the Department Regional Management approves the purchase, the Service Provider must purchase that item on behalf of the Person in Detention.
- (b) Subject to **clause 1.11.3(a)** the Service Provider must:
  - (i) allow People in Detention to pay for special buys either from their IAP account or with their own funds; and
  - (ii) refer any doubts about special buy requests of People in Detention to the Department Regional Management.
- (c) For People in Detention at Christmas Island, the scope of special buys will be limited to goods that are available for purchase on Christmas Island.

## **2. Reception, Transfer, Accommodation and Discharge of People in Detention**

### **2.1 General**

- (a) The Service Provider is responsible for managing all Reception of People in Detention, and Transfer, Accommodation and Discharge processes.
  - (b) The Service Provider must:
    - (i) conduct Reception, Transfer, Accommodation and Discharge processes in a manner that promotes the well-being of People in
-

Detention, their dignity and safety in accordance with the Immigration Detention Values; and

- (ii) ensure that People in Detention are regularly informed about what is happening to them in a language they understand.

## **2.2 Processing Times**

(a) The Service Provider must:

- (i) ensure Service Provider Personnel are available to undertake Reception, Transfer, Accommodation and Discharge activities at any time;
- (ii) have capacity to undertake these processes simultaneously;
- (iii) commence the Reception process, including arriving at Accommodation, immediately after a Person in Detention arrives at the Facility and completes the Reception process within 12 hours of their arrival at the Facility;
- (iv) commence the Induction processes as soon as reasonably practicable after the Person in Detention's arrival at the Facility and completes the Induction processes within two days of the Person in Detention arriving at a Facility;
- (v) undertake Transfer and Discharge processes in accordance with timeframes determined by the Department on a case by case basis; and
- (vi) undertake Discharge processes where a Person in Detention is being Released immediately after the Service Provider is advised by the Department of the Person in Detention's Release.

## **2.3 Reception**

### **2.3.1 Reception Process**

(a) The Service Provider must:

- (i) use a Department approved Reception process and checklist to

receive a Person in Detention into a Facility;

- (ii) use the Department's nominated information technology system to record data relating to a Person in Detention collected during the Reception process;
- (iii) equip the Reception area of each Facility with television screens that show an explanatory video/DVD (in languages, and with subtitles, appropriate to the audience) about the Facility and the Reception process;
- (iv) make available leaflets on the Reception and Induction processes in a range of languages to complement the video/DVD with clear pictograms to explain the Reception and Induction processes;
- (v) on admission of a Person in Detention to the Facility, offer the Person in Detention a hot or cold meal and drink, access to a shower area, adequate clean and decent clothing and basic toiletries;
- (vi) provide People in Detention with the opportunity to make a local telephone call within 12 hours of admission to the Facility;
- (vii) ensure that Service Provider Personnel involved in the Reception process are specifically trained to manage the Reception process in a non-threatening and threat-reducing way, with a focus on well being of People in Detention at all times; and
- (viii) provide a copy of Reception reports to the Department Regional Management within 24 hours of a Person in Detention being received at the Facility.

### **2.3.2 Identification of People in Detention**

- (a) The Service Provider must collect and record information and biometric data relating to a Person in Detention during Reception to assist in the identification of the Person in Detention, in accordance with Department policy and guidance, in particular the identification tests instruction (see Detention Services Manual – Chapter 3 – Entering and Leaving Detention).

- (b) The Department will provide the equipment to capture biometric data concerning a Person in Detention.
- (c) The Service Provider must ensure that all Service Provider Personnel using biometric capture equipment are trained and cleared by the Department.
- (d) The Service Provider is not responsible for establishing the integrity of any information provided to them by the Person in Detention but must immediately refer any concerns they may have about the identity of a Person in Detention to the Department Regional Management.

### **2.3.3 Identification Passes**

- (a) The Service Provider must create and issue a photographic identity card to each Person in Detention.

### **2.3.4 Person in Detention Health Induction Assessment**

- (a) During the Reception process, the Service Provider must offer each Person in Detention a health induction assessment.
- (b) Where a Person in Detention declines an health induction assessment, the Service Provider must:
  - (i) record this information in the Department nominated information technology system; and
  - (ii) notify the Department Regional Management.
- (c) Where a Person in Detention undergoes a health induction assessment, the Service Provider must ensure it receives a Person in Detention's Health Summary from the Department Regional Management as soon as practicable.

### **2.3.5 Screening and Search**

- (a) The Service Provider must:
  - (i) ensure that People in Detention understand the screening and searching process, and that at all stages of the process there are clear



explanations given to People in Detention about why any screening or searching procedure is being carried out;

- (ii) screen and where necessary search, all People in Detention and their property on arrival at a Facility to detect Illegal, Excluded or Controlled Items, in accordance with the requirements of **clause 2.2** of **Section 2.2.4** (Security Services) and **clause 2.2** of **Section 2.2.4(a)** (Christmas Island APOD Security Services) of **Schedule 2** (Statement of Work);
- (iii) conduct screening and searches with sensitivity and with regard to the Person in Detention's dignity and self respect in accordance with the Immigration Detention Values; and
- (iv) ensure that whenever People in Detention are searched by any method they are only searched by a member of the same sex, with two Service Provider Personnel present at all times for any search beyond a pat-down search.

### **2.3.6 Bedding, Clothing and Footwear**

- (a) The Service Provider must:
  - (i) ensure each Person in Detention is allocated with the following items during the Reception process:
    - (A) bedding that is clean and fit for purpose;
    - (B) freshly laundered linen that is in good condition and suited to the local climate; and
    - (C) where required, clothing and footwear that is new, suited to the local climate and the Person in Detention's cultural needs; and
  - (ii) replenish bedding, clothing and footwear as required.

### **2.3.7 Toiletries**

- (a) The Service Provider must:
  - (i) ensure each Person in Detention is allocated with a starter pack of

toiletries during the Reception process, that includes:

- (A) soap, shampoo and conditioner;
  - (B) toothbrush and toothpaste;
  - (C) hairbrush or comb;
  - (D) deodorant, moisturiser and talcum powder;
  - (E) razor and shaving cream (if required);
  - (F) sanitary items (for female People in Detention);
  - (G) fingernail clippers;
  - (H) sunscreen and insect repellent; and
  - (I) mosquito nets (if required);
- (ii) replenish toiletries as frequently as required; and
  - (iii) if using refillable containers to replenish toiletries, ensure the containers are functional, hygienic and aesthetic.

### **2.3.8 People in Detention Security Risk Assessment**

- (a) During the Reception process, the Service Provider must conduct a People in Detention Security Risk Assessment for each Person in Detention, which includes an examination of any previous risk assessments and information about the Person in Detention that might be provided by the Department or other Government Agencies.
- (b) The Service Provider may:
  - (i) use a Department provided People in Detention Security Risk Assessment framework; or
  - (ii) develop and use an alternative People in Detention Security Risk Assessment framework, providing it has been developed in accordance with the ASNZS 4360:2004 Standard for Risk Management and been approved by the Department.

- (c) The Service Provider must:
  - (i) review the Security Risk Assessment for each Person in Detention monthly;
  - (ii) re-assess the People in Detention Security Risk Assessment after the Person in Detention has been involved in any disturbance or received information that may adversely impact on their disposition;
  - (iii) consider the People in Detention Security Risk Assessment when developing Individual Management Plans, Accommodation placement reviews and Operational Orders for Transport and Escort tasks; and
  - (iv) record all People in Detention Security Risk Assessments using the Detention Services Portal.

### **2.3.9 Creation of People in Detention Record**

- (a) The Service Provider must:
  - (i) create a People in Detention Record for each Person in Detention under its care during Reception; and
  - (ii) comply with the record keeping requirements specified in **Section 2.2.3** (Business Services and Continuous Improvement).

### **2.3.10 People in Detention Under the Age of 18**

- (a) The Service Provider must:
  - (i) take reasonable measures to identify any People in Detention who are under the age of 18;
  - (ii) immediately inform the Department Regional Management if the Service Provider is informed, or has a reasonable suspicion, that a Person in Detention may be under the age of 18;
  - (iii) ensure that any Service Provider Personnel who manage or interact with minors in Immigration Detention have obtained all necessary checks in accordance with the relevant State Child Protection

Legislation before commencing any work with minors; and

- (iv) ensure that any Service Provider Personnel who manage or interact with minors in Immigration Detention are familiar with, and adhere to, Department policy and Service Provider procedures in relation to child protection.
- (b) While awaiting instruction from the Department Regional Management in relation to a suspect minor, the Service Provider must:
- (i) seek to determine whether the Person in Detention is accompanied, including asking families and People in Detention whether they are caring for children under the age of 18 other than their own, or whether they know of any children who are separated from their parents or relatives;
  - (ii) if the Person in Detention is accompanied, separate the Person in Detention and their guardian or nominated minder from the general population of People in Detention;
  - (iii) if the Person in Detention is unaccompanied, separate the Person in Detention from the general population of People in Detention;
  - (iv) assess and address any immediate special needs of the Person in Detention, taking into account the Person in Detention's (suspected) age, gender and background;
  - (v) treat the Person in Detention appropriately according to their (suspected) age; and
  - (vi) manage the Person in Detention in accordance with instructions provided by the Department.
- (c) The Service Provider must not separate the Person in Detention from their family unit or guardian under any circumstances, unless directed to do so by the Department.

## 2.4 Induction

### 2.4.1 Induction Briefing for People in Detention

- (a) Subject to the Person in Detention's access being limited as a result of being placed in restrictive detention the Service Provider must:
- (i) provide each Person in Detention with an induction briefing for the Facility in which they are being detained;
  - (ii) ensure that the induction briefing includes all information relevant to detention in the Facility including:
    - (A) a description of domestic routines, facilities and services that are available;
    - (B) the People in Detention Rights and Responsibilities;
    - (C) the roles and responsibilities of the Department, the Department Regional Management and Service Provider Personnel;
    - (D) how to communicate with Service Provider Personnel, including access to translators and interpreters;
    - (E) how to arrange a meeting with Department Personnel;
    - (F) how to access legal advice or contact diplomatic or consular representatives;
    - (G) how to access information from the Australian Human Rights Commission, the Commonwealth and Immigration Ombudsman, the International Organisation for Migration and other international and regulatory bodies;
    - (H) how to submit requests and complaints and provide effective feedback;
    - (I) access to Non Government Organisations such as the Australian Red Cross;
    - (J) information on People in Detention Committees and how to be

- involved;
  - (K) information on the Individual Allowance Program and associated schemes;
  - (L) a Person in Detention Agreement;
  - (M) photos of key Service Provider Personnel;
  - (N) which items are Illegal, Excluded and Controlled Items and why;
  - (O) how to access Services and amenities; and
  - (P) other relevant information as determined by the Service Provider or as notified by the Department.
- (iii) use the Department's nominated information technology system to record data relating to a Person in Detention collected during the Induction process.
- (b) For those People in Detention who are place in restrictive detention, the Department will advise the Service Provider if the Induction process should be modified or delayed.

#### **2.4.2 Induction Booklet and People in Detention Rights and Responsibilities**

- (a) The Service Provider must:
- (i) prepare, translate and provide to each Person in Detention an Induction Booklet in a language they understand;
  - (ii) explain the Induction Booklet and the People in Detention Rights and Responsibilities to each Person in Detention in a language they understand;
  - (iii) ensure that each Person in Detention has received and understood, the Induction Booklet;
  - (iv) ensure that each Person in Detention has received, understood, and signed a copy of the People in Detention Rights and Responsibilities;
  - (v) ensure that the Induction Booklet covers, at least, the following:
-

- (A) routines such as visitor hours and arrangements for meals;
  - (B) welfare checks;
  - (C) use of the facilities such as sport, recreational, and computer equipment;
  - (D) People in Detention complaint and request mechanisms;
  - (E) the role of Service Provider Personnel and Department staff, and what People in Detention should expect from them;
  - (F) Programs and Activities and how People in Detention can access them;
  - (G) how People in Detention can access amenities including:
    - (I) self-catering facilities;
    - (II) laundry facilities;
    - (III) secure property storage;
    - (IV) the shop;
    - (V) special buys; and
    - (VI) counselling under the Assistance Program;
  - (H) expectations for behaviour of People in Detention and the People in Detention Rights and Responsibilities;
  - (I) access to translators and interpreters; and
  - (J) how People in Detention can access Health Services (to be developed in conjunction with the Health Service Manager).
- (b) The Department Regional Management will provide the Service Provider with training Material for conducting Induction for People in Detention who are new to the Detention Services Network.

## **2.5 Placement Review**

- (a) The Service Provider must:
  - (i) participate in the Placement Committee at each Facility to review each Person in Detention's placement;
  - (ii) notify the Department Regional Management, where the Service Provider believes that existing placement is inappropriate for the Person in Detention and include reasons why they formed this view; and
  - (iii) use the Department's nominated information technology system to record all Accommodation details for People in Detention.

## **2.6 Transfer**

- (a) When notified by the Department, the Service Provider must prepare People in Detention for their Transfer within the Detention Services Network and must:
  - (i) ensure it has received a Fit for Travel certificate for the Person in Detention from the Health Services Manager;
  - (ii) prepare briefing notes for the next party that will take the Person in Detention into their care that outline any known management or behavioural issues relevant to the Person in Detention;
  - (iii) ensure that the People in Detention Security Risk Assessment has been reviewed and updated;
  - (iv) ensure that the Transfer Operational Order has been received from the Department Regional Management;
  - (v) ensure that medications and other essential items are prepared;
  - (vi) ensure that all Property of People in Detention is transferred with the Person in Detention;
  - (vii) ensure that People in Detention are advised of the reason for the Transfer, and are provided with the opportunity to ask questions,



contact support networks and seek further advice;

- (viii) ensure that all hard copy People in Detention Records are provided to the Escort for transfer to the same destination as the Person in Detention; and
- (ix) ensure that the Person in Detention has been provided with clothing that is appropriate for the journey and the destination climate.

## **2.7 Discharge**

### **2.7.1 Discharge of People in Detention**

- (a) When notified by the Department, the Service Provider must prepare People in Detention for Discharge from the Facility and must:
  - (i) confirm that the identity of the Person in Detention matches that in the Department's Release documentation;
  - (ii) confirm that the Department Release documentation is complete and has been properly authorised;
  - (iii) ensure that all Service Provider Personnel engaged in the Discharge of People in Detention are trained and tested in the requirements of their role in the Discharge process, with refresher training provided on a regular basis;
  - (iv) ensure People in Detention are advised of the reason for Discharge, and are provided with the opportunity to ask questions, contact support networks and seek further advice;
  - (v) ensure the Person in Detention are properly fed at the time of Discharge;
  - (vi) ensure the Person in Detention has been provided with clothing appropriate to the journey and destination climate;
  - (vii) ensure all personal belongings are returned to the Person in Detention or the Person in Detention's Escort if the Person in Detention is being Removed;

- (viii) ensure that where medication is involved, specific instructions from the prescribing medical officer are included in the information to be handed to the Escorting staff or to the Person in Detention;
- (ix) ensure People in Detention Records held by the Service Provider are transferred to the Department Regional Management within 24 hours of the Discharge;
- (x) provide all People in Detention being Discharged with the opportunity to complete a comments form in which they will be invited to make comment on matters such as:
  - (A) the conditions of their stay;
  - (B) the attitude and responsiveness of Service Provider Personnel;
  - (C) any complaints or suggestions for any improvement; and
  - (D) their general level of satisfaction with the way they have been treated at the Facility;
- (xi) use the Department's nominated information technology system to record Person in Detention Discharge details and procedures; and
- (xii) immediately inform the Department Regional Management of any concerns about the post-Release welfare of a Person in Detention.

### **2.7.2 Discharge for Removal**

- (a) When notified by the Department that a Person in Detention is being Removed, the Service Provider must:
  - (i) update the People in Detention Security Risk Assessment before Removal and complete the Service Provider assessment of a Person in Detention for aviation travel;
  - (ii) organise packing and weighing of the Property of People in Detention; and
  - (iii) assist the Department by facilitating the Removal.

### 2.7.3 Post Release

- (a) When requested by the Department, the Service Provider must:
  - (i) book temporary accommodation arrangements (for example, in a hostel or motel) and provide transport to that accommodation for a Person in Detention who is being Released, in accordance with the destination and accommodation requirements notified by the Department;
  - (ii) assist the Released Person to settle into new accommodation (including assisting with check-in);
  - (iii) if the Released Person is not being met by someone at the interstate destination, arrange for the Person to be met and accompanied to the initial point of accommodation; and
  - (iv) issue a temporary living allowance to the Released Person, upon Release.
- (b) If accommodation and transport involves interstate air travel, there is no requirement for the Service Provider to escort the person during the flight.
- (c) In relation to costs incurred by the Service Provider under **clause 2.7.3(a)**:
  - (i) flight costs incurred by the Service Provider in the delivery of post-Release services must be paid by the Service Provider and reimbursed by the Department as a Cost Plus Pass Through Cost;
  - (ii) the Temporary Living Allowance will be a set amount as determined by the Department that must be paid by the Service Provider and reimbursed by the Department as a Cost Plus Pass Through Cost; and
  - (iii) accommodation costs incurred by the Service Provider in the delivery of post-Release services must be paid by the Service Provider and reimbursed by the Department as a Cost Plus Pass Through Cost.

### **3. Individual Management**

#### **3.1 General**

- (a) The Service Provider must:
- (i) create and maintain an environment conducive to the health and welfare of People in Detention where the needs of People in Detention are identified and responded to openly and with integrity;
  - (ii) establish processes to prevent People in Detention being subjected to illegal and anti-social behaviour, and where such behaviour becomes apparent, to deal with the issues cooperatively with the Department Regional Management and other service providers;
  - (iii) promote a culture in which Service Provider Personnel interact with People in Detention on a regular basis in both formal and informal settings, developing trust and effective communication channels in undertaking their duties; and
  - (iv) ensure all interaction between Service Provider Personnel and People in Detention is conducted in a culturally appropriate and professional manner.

#### **3.2 Interaction with People in Detention**

- (a) The Service Provider must:
- (i) implement policies and procedures at each Facility that promote high levels of positive and culturally sensitive interaction between Service Provider Personnel and People in Detention;
  - (ii) ensure the policies and procedures set out the standards and qualities the Service Provider expects of Service Provider Personnel when they interact with People in Detention and other Stakeholders, including that Service Provider Personnel must:
    - (A) interact with all people in a manner consistent with the Immigration Detention Values;
    - (B) clearly identify themselves when communicating with People in

Detention and other Stakeholders; and

- (iii) support Service Provider Personnel to develop communication skills to interact and communicate with People in Detention and other Stakeholders in a positive and effective manner.
- (b) The Service Provider must ensure that all Service Provider Personnel:
- (i) Read, sign and understand the Immigration Detention Values and the Code of Conduct before commencing duty in a Facility;
  - (ii) maintain regular contact with People in Detention;
  - (iii) coordinate access by People in Detention to Services;
  - (iv) proactively manage issues relating to People in Detention as they arise and before they impact on the Person in Detention's well being; and
  - (v) document and report any matters they consider material to the welfare of People in Detention in Individual Management Plans and advise the Department Regional Management.

### **3.3 Individual Management Plans**

- (a) The Service Provider must:
- (i) identify the individual welfare requirements of a Person in Detention as soon as possible after entry into a Facility;
  - (ii) allocate each Person in Detention with a member of Service Provider Personnel to act as a personal officer for that Person in Detention and who will meet regularly with the Person in Detention;
  - (iii) develop and implement an Individual Management Plan for every Person in Detention;
    - (A) within five days of the Person in Detention arriving at the Facility;
    - (B) in conjunction the Health Services Manager; and

- (C) to be reviewed by the Department Regional Management;
  - (iv) ensure that each Individual Management Plan identifies and tailors ongoing care and services required for each Person in Detention; and
  - (v) use the Department's nominated information technology system to record and update all Individual Management Plans.
- (b) The Service Provider must participate in a weekly Department review of the Individual Management Plans with the Department Regional Management and the Health Services Manager, or more frequently as directed by the Department Regional Management.
  - (c) The Service Provider must develop and implement, during Transition In, an Assistance Program, consisting of a welfare officer and personal officer for People in Detention, that must be run at each Facility between 0900 - 1700 hours, Monday to Friday;

#### **3.4 Provision of Services to People under the Age of 18**

- (a) No minors will be held in Centres.
- (b) Where the Department places a Person in Detention whose age is under 18 in an Alternative Place of Detention (other than at a Christmas Island APOD), the Service Provider must manage that Person in accordance this **Schedule 2** (Statement of Work) and any instructions provided by the Department.
- (c) Any additional Services incurred as a result of Departmental instructions issued under **clause 3.4(b)** must be paid for as a Cost Plus Pass Through Cost.

#### **3.5 Referral of Person in Detention Identity Issues**

- (a) The Service Provider must immediately refer any doubts or concerns regarding a Person in Detention's identity to the Department Regional Management.

### **3.6 Health of People in Detention**

- (a) The Service Provider must ensure that any Person in Detention who requests, or appears to be in need of medical attention, is referred for appropriate medical attention.
- (b) Where it appears that a Person in Detention requires emergency medical attention, the Service Provider must:
  - (i) provide first aid;
  - (ii) seek emergency medical attention for the Person in Detention immediately, including arranging for an ambulance or transport to the Person in Detention to the nominated medical facility at the Department's cost; and
  - (iii) inform the Health Services Manager of the Person in Detention's condition as soon as their initial response is complete.

### **3.7 Secondary Dispensing of Medication**

- (a) The Service Provider must:
  - (i) on instruction from the Health Services Manager, dispense medication to People in Detention;
  - (ii) record all instances where the Service Provider dispenses medication to People in Detention, including details of what was dispensed and at what times;
  - (iii) ensure all medication stored for the purposes of dispensing to People in Detention is securely stored and not accessible by People in Detention; and
  - (iv) only dispense medication in accordance with written instructions provided by the Health Services Manager.

### **3.8 People in Detention under the Influence of Drugs or Alcohol**

- (a) The Service Provider must:
  - (i) ensure that a Person in Detention who appears to be under the influence of drugs or alcohol is supervised by Service Provider Personnel until the Person in Detention appears to be no longer affected; and
  - (ii) refer the Person in Detention for assessment by the Health Services Manager within 12 hours, unless emergency medical attention is required.

### **3.9 Mental Health Awareness**

- (a) The Service Provider must ensure all Service Provider Personnel attend:
  - (i) mental health awareness training prior to commencing work in a Facility; and
  - (ii) a refresher course every two years.
- (b) The Department will provide Detention Health Advisory Group recommended training for Service Provider Personnel.

### **3.10 Behavioural Management of People in Detention**

- (a) The Service Provider must:
  - (i) develop and implement a system of People in Detention behavioural management strategies that aim to defuse tensions and conflicts before they become serious or violent; and
  - (ii) obtain the Department Regional Management's agreement to use more interventionist or restrictive measures, such as:
    - (A) referral to external agencies for assistance or investigation;
    - (B) formulation of segregation;
    - (C) behavioural management agreements;



- (D) withdrawal of access to amenities;
- (E) curfews; and
- (F) restriction on the periods of access to specific areas of the Facility.

### **3.11 Illegal and Anti-Social Behaviour**

- (a) The Service Provider must develop and implement processes, in cooperation with the Department and other service providers, for detecting and managing instances where People in Detention are engaged in behaviour that is illegal, has breached the People in Detention Rights and Responsibilities or is anti-social in nature.
- (b) For the purposes of **clause 3.11(a)** undesirable behaviours may include:
  - (i) bullying;
  - (ii) sexual or other forms of harassment;
  - (iii) assault;
  - (iv) malicious destruction of property; and
  - (v) possession of weapons or illegal drugs.
- (c) The Service Provider must:
  - (i) communicate the Facility policy on anti-social behaviour to all People in Detention during the Induction process; and
  - (ii) prominently display the policy on anti-social behaviour in all relevant languages throughout each Facility.
- (d) Where the Service Provider has identified, or suspects, that a Person in Detention has engaged in illegal, non-compliant or antisocial behaviour, the Service Provider must:
  - (i) immediately inform the Department Regional Management with recommendations for:

- (A) dealing with the perpetrator(s); and
- (B) preventing recurrence; and
- (ii) use the Department’s nominated information technology system to record details and responses to instances of individual illegal, non-compliant or antisocial behaviour by People in Detention.
- (e) The Department Regional Management is responsible for approving all Service Provider actions that result in withdrawal of a Person in Detention's privileges or placement in a more restrictive placement of Accommodation, and the Service Provider must not take such actions with the required approval.
- (f) The Service Provider must ensure that People in Detention identified as victims of anti-social behaviour are supported by Service Provider Personnel, with relevant details recorded in the Department nominated information technology system.

### **3.12 People in Detention in More Restrictive Places of Accommodation**

- (a) When the Department Regional Management has approved the placement of a Person in Detention in a more restrictive place of Accommodation in the Facility, the Service Provider must:
  - (i) ensure Service Provider Personnel make contact with the Person in Detention on a daily basis while the Person in Detention remains in the more restrictive place of Accommodation;
  - (ii) use the Department’s nominated information technology system to record notes related to Service Provider Personnel contact with and observations of People in Detention in more restrictive places of detention; and
  - (iii) develop a behavioural management agreement with the Person in Detention.

### 3.13 Behavioural Management Agreement

- (a) The Service Provider must:
- (i) ensure that all behavioural management agreements are specific to the particular Person in Detention and include:
    - (A) the background to behaviour management difficulties;
    - (B) any action that was taken;
    - (C) an undertaking by the Service Provider to treat the Person in Detention with dignity and impartiality;
    - (D) an undertaking by the Person in Detention to behave in a specific manner;
    - (E) milestones at which the behaviour of the Person in Detention will be reassessed;
    - (F) a review by the Health Services Manager for any medical, psychological or psychiatric assessment and recommended treatment implications;
    - (G) access to amenities;
    - (H) access to visitors, as advised by the Department Regional Management; and
    - (I) signatures of the relevant Service Provider Personnel and the Person in Detention, noting that the agreement is still to be treated by the Service Provider as effective even if the Person in Detention refuses to sign;
  - (ii) provide the Health Service Manager with relevant background information and access to the Person in Detention such that the Health Service Manager can make an informed assessment as to the clinical counselling or medical needs of the Person in Detention; and
  - (iii) incorporate any recommendations from the Health Services Manager into the development of the behavioural management agreement.

- (b) Where a behavioural management agreement exists, the Service Provider must:
  - (i) reassess the Person in Detention's behaviour at the milestones set out in the behavioural management agreement;
  - (ii) note on the agreement the results of the reassessment; and
  - (iii) give the Department Regional Management the results of the reassessment within one Business Day of conducting the reassessment.

### **3.14 Identification of People in Detention who are at Risk**

- (a) The Service Provider must:
  - (i) develop and implement an evidence based system for determining if a Person in Detention is emotionally distressed, or at risk of self harm or harm to others; and
  - (ii) ensure the system is responsive to advice from the Health Services Manager and includes risk identification and risk mitigation strategies;
- (b) In respect of any Person in Detention who appears to be emotionally distressed, the Service Provider must conduct reasonable supervision in a manner which is unobtrusive and least disruptive to the Person in Detention.
- (c) In managing the immediate needs of those at risk of self harm or harm to others, the Service Provider must:
  - (i) act immediately to ensure the safety of any Person in Detention;
  - (ii) place the Person in Detention under immediate observation; and
  - (iii) advise the Department Regional Management.
- (d) In developing a system under **clause 3.14(a)** the Service Provider may review existing Departmental Suicide and Self Harm (SASH) Protocols to develop their own system in conjunction with the appropriate professional advice.

### **3.15 Prevention Committee**

- (a) The Service Provider must provide a senior Service Provider Personnel representative at each and every Prevention Committee meeting;
- (b) The Prevention Committee must:
  - (i) develop a Prevention Plan, as part of the Individual Management Plan, for People in Detention who have been identified as being at risk; and
  - (i) review the Prevention Plan daily or as otherwise specified in the Prevention Plan.
- (c) The Department Regional Management has final approval of each Prevention Plan.
- (d) The Service Provider must implement all Prevention Plans.

## **4. Property of People in Detention**

### **4.1 General**

- (a) The Service Provider must:
  - (i) ensure that all Property of People in Detention that enters a Facility is screened, checked and managed in accordance with Departmental requirements.
  - (ii) clearly inform the Person in Detention of the procedures for management of their property; and
  - (iii) manage the secure storage of:
    - (A) all Property of People in Detention provided voluntarily by the Person in Detention for storage; and
    - (B) all Excluded and Controlled Items.

## **4.2 Excluded and Controlled Items**

- (a) The Service Provider must:
  - (i) remove from each Person in Detention and hold as In Trust Property all property on the Excluded and Controlled Items List; and
  - (ii) when removing / holding in trust Excluded and Controlled Items:
    - (A) explain to the Person in Detention the reason for the removal;
    - (B) record the items on the Property List;
    - (C) securely store the items;
    - (D) return all items that the Person in Detention may legally possess to the person immediately upon Release; and
    - (E) provide all items that the Person in Detention may legally possess to an Escorting Officer when the Person in Detention is being Removed or Transferred.

## **4.3 Illegal Items**

- (a) The Service Provider must:
  - (i) remove and hold in trust from each Person in Detention all items that it is illegal for the Person in Detention to possess by Law; and
  - (ii) when removing and holding in trust any Property of People in Detention:
    - (A) explain to the Person in Detention the reason for the item's removal;
    - (B) notify the Department Regional Management in accordance with the Incident Management reporting requirements;
    - (C) record all identifying details concerning the items removed and held in trust; and
    - (D) securely store the item while it awaits further instruction from

the Department Regional Management.

#### **4.4 Storage of and Access to Property of People in Detention**

- (a) The Service Provider must:
- (i) securely and separately store Property of People in Detention;
  - (ii) provide People in Detention with a receipt for all property that is to be stored by the Service Provider;
  - (iii) provide People in Detention with access to their In Trust Property, while ensuring they do not have access to Excluded and Controlled Items; and
  - (iv) maintain a register to record all access to the secure store and ensure that all access is monitored.

#### **4.5 Recording of Property of People in Detention**

- (a) The Service Provider must:
- (i) record all Property of People in Detention in the Person in Detention's presence;
  - (ii) record all property retained by a Person in Detention while in the Facility;
  - (iii) record all In Trust Property;
  - (iv) record all Illegal, Excluded and Controlled Items which have been removed and held in trust; and
  - (v) provide a receipt to the Person in Detention.

#### **4.6 Returning In Trust Property**

- (a) The Service Provider must:
- (i) provide the opportunity for People in Detention to inspect their In Trust Property on Discharge; and

- (ii) provide the opportunity for the Person in Detention to sign a statement indicating their satisfaction or otherwise with the items returned and their condition.
- (b) Where there is a dispute in relation to the quantity or condition of the property returned to a Person in Detention, the Service Provider must ensure that:
  - (i) full details items in question, including the cause of dissatisfaction are obtained from the Person in Detention; and
  - (ii) an immediate investigation is conducted to ensure that any confirmed mistake which is capable of being addressed prior to Discharge is addressed.
- (c) Where a dispute in relation to the quantity or condition of the property returned to a Person in Detention is unresolved at the time of Discharge, the Service Provider must:
  - (i) ensure that the Person in Detention is given contact details of the Facility;
  - (ii) ask the Person in Detention for contact details; and
  - (iii) where subsequent investigations after Discharge confirm a mistake by the Service Provider, ensure that:
    - (A) the property is sent to the person via secure post; and
    - (B) an amount of compensation determined by the Service Provider manager of the Facility (but which must be appropriate to the degree of inconvenience caused) is also sent to the person.

#### **4.7 Lost, Stolen or Damaged Property of People in Detention in the Care of the Service Provider**

- (a) Where In Trust Property is lost, stolen or damaged, the Service Provider must reimburse, at its own cost, the Person in Detention for the commercial replacement value of the property.
  - (b) Subject to **clause 4.7(c)** of this **Schedule 2.2.1** (People in Detention Services), the Service Provider is not responsible for any property retained by the Person
-



in Detention in the Facility that is lost, stolen or damaged.

- (c) The Service Provider is responsible for costs associated with any property retained by the Person in Detention in the Facility that is lost, stolen or damaged where that loss, theft or damage is caused by any act, omission or neglect on the part of the Service Provider or Service Provider Personnel.



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 2  
STATEMENT OF WORK**

**SECTION 2.2.2  
Facilities Management and Support Services (Mainland  
Centres)**

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## **PHILOSOPHY**

The overarching philosophy is for the Service Provider to maintain assets and manage the facilities operations at each Mainland Centre.

The Service Provider will ensure the value of Department Assets and Loose Assets is maintained and the facilities and associated services are managed to allow each Mainland Centre to fulfil its primary purpose. The Service Provider will manage the planning and delivery of the Services to provide the Department with functional, safe, hygienic and aesthetic Mainland Centre environments. The Service Provider will manage facilities cooperatively with the Department Regional Management and the Health Services Manager.

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

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

## **1. MANAGEMENT OF ASSETS**

### **1.1 General**

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

### **1.2 Department Asset Register**

- (a) The Department will provide to the Service Provider a Department Asset Register for each Mainland Centre during the Transition In Period.
- (b) The Service Provider must provide an asset management system that will record and maintain the Department Asset Register.
- (c) The Service Provider must maintain the currency of the Department Asset Register for each Mainland Centre, including:
  - (i) recording identification details of existing, new, replacement, upgraded and relocated Department Assets, including:
    - (A) locations of Department Assets, including details of any Department Assets transferred between Facilities;
    - (B) identifying features (including serial numbers and bar code numbers);
    - (C) certificates of compliance;

- (D) warranties; and
- (E) test records; and
- (ii) removing assets from the Department Asset Register when the Service Provider disposes of Department Assets.
- (d) The Service Provider must update the Department Asset Register in accordance with any changes in asset value as notified by the Department from time to time.
- (e) The Service provider must, in conjunction with Department Personnel, conduct an annual physical stock take of all Department Assets in conjunction with the Department Regional Manager.

## 2. MAINTENANCE OF ASSETS

### 2.1 General

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

### 2.2 Maintenance Management Plan

- (a) The Service Provider must develop a Maintenance Management Plan during the Transition In Period, for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), that includes:
  - (i) a schedule for inspection and testing of Department Assets;
  - (ii) a schedule of planned Maintenance that includes preventative, conditional and corrective maintenance, taking into account the Department Asset Replacement Plan and Philosophy;

- (iii) Response Times for Emergency and Breakdown Repairs;
  - (iv) schedules for the regular Maintenance and testing of security systems;
  - (v) schedules for the regular Maintenance and testing of emergency systems;
  - (vi) any additional Maintenance required due to changes to the Department Asset Register during the Transition In Period; and
  - (vii) any Department Assets that are not fit for purpose or have reached the end of their useful life, and may need major repair, refurbishment or replacement.
- (b) The Service Provider must develop and submit by the annual anniversary of the Handover Date at each Mainland Centre, an updated annual Maintenance Management Plan for Department Assets at each Mainland Centre for Department approval.
- (c) The Service Provider acknowledges that:
- (i) the inclusion of any Department Asset in the Maintenance Management Plan for major repair, refurbishment or replacement by the Service Provider will be at the Department's absolute discretion; and
  - (ii) the Department may be required, under the Commonwealth Procurement Guidelines, to procure such services through an open tender process.

### **2.3 Computerised Maintenance Management System**

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

### **2.4 Compliance with Australian Standards**

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

## 2.5 **Emergency and Breakdown Repairs**

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

## 2.6 **Alternative Arrangements during Maintenance**

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

## 2.7 **Damage by People in Detention**

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

## 2.8 **Asset Modifications**

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

## 2.9 **Maintenance and Replacement of Loose Assets**

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



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

#### 2.10 Security Systems

- (a) The Service Provider must, in accordance with the Maintenance Management Plan, maintain and test security systems at each Mainland Centre to ensure the security systems remain functional at all times to achieve the security outcomes specified in this Contract.
- (b) For the purposes of this **Section 2.2.2** (Facilities Management and Support Services) security systems include:
  - (i) control rooms;
  - (ii) surveillance equipment;
  - (iii) X-ray and scanning equipment;
  - (iv) communications equipment;
  - (v) alarms;
  - (vi) keys, locks and electronic access control devices;
  - (vii) security fencing and barriers; and
  - (viii) intrusion detectors.

#### 2.11 Emergency Systems

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

- (v) first aid equipment.

## 2.12 Grounds and Infrastructure Maintenance

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

## 2.13 Work Practices

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

## 2.14 Communication about Maintenance and Modifications

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

## 3. CATERING

### 3.1 General

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

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

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

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

### 3.3 **Centre-based Catering Managers**

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

- (v) ensuring only Service Provider Personnel deliver the Services;
- (vi) attending all Consultative Committee meetings where food related issues are considered;
- (vii) liaising with the Department Regional Management and the Health Services Manager; and
- (viii) managing environmental issues associated with provision of catering services including the management of kitchen waste.

#### 3.4 **Dietician**

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

#### 3.5 **Recipe Cards**

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

#### 3.6 **Variety and Menu Plans**

- (a) The Service Provider must:
  - (i) develop for each Mainland Centre a rolling Menu Plan of at least 21 days duration;
  - (ii) submit the Menu Plan at least two weeks prior to the expiry of the preceding Menu Plan to the Department Regional Management for approval;
  - (iii) ensure that the Menu Plan:

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

### 3.7 **Quantity of Food and Beverages**

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

### 3.8 **Specific Health Needs of People in Detention**

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

### 3.9 Halal Arrangements

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

### 3.10 Provision of Meals

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

### 3.11 Dining Room

- (a) The Service Provider must:
  - (i) provide lunch and dinner in a designated dining room (where a dining room exists in the Mainland Centre);
  - (ii) provide breakfast, morning and afternoon tea, supper and barbecues in designated self-catering areas or in another designated common area; and
  - (iii) except where agreed with the Department's Mainland Centre Manager, open the dining area for:
    - (A) lunch – between 1230 and 1400;
    - (B) dinner – between 1830 and 2000; and
    - (C) serving meals to People in Detention of the Islamic faith before dawn and after sunset during Ramadan.

### 3.12 Late Arrivals

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

### 3.13 **Breakfast**

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

### 3.14 **Self-Catering**

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

### 3.15 **Barbecues**

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



### 3.16 Transport of Food and Beverages

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

### 3.17 Cleaning of Food Preparation and Service Areas

- (a) The Service Provider must keep all food transportation, storage, preparation, service, dining and waste storage areas (including designated self-catering and barbeque areas) and equipment clean and hygienic in accordance with:
  - (i) Food Safety Standards Australia and New Zealand (Chapter 3); and
  - (ii) any applicable manufacturer's or supplier's specifications for cleaning and catering equipment.
- (b) The Service Provider must ensure that sufficient Service Provider Personnel are employed on each shift to allow for efficient cleaning of all food transportation, storage, preparation, service, dining and waste storage areas (including designated self-catering and barbeque areas) and equipment.
- (c) The Service Provider must organise periodic inspections of all catering facilities to ensure the standards outlined at **clause 3.17(a)** are maintained.

### 3.18 Display of Signage

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

## 4. CLEANING SERVICES

### 4.1 General

- (a) The Services Provider is responsible for all routine and non-routine cleaning of the Mainland Centres to ensure the safety, hygiene and well-being of People in Detention, and all other people at the Mainland Centre.

- (b) For the purposes of this **Section 2.2.2** (Facilities Management and Support Services), cleaning includes cleaning of all infrastructure that forms part of the Mainland Centre including:
  - (i) office spaces for the Department and Service Provider Personnel (including demountable office space);
  - (ii) all functional areas, as well as all indoor recreational and visits areas;
  - (iii) health facilities; and
  - (iv) all common areas, industrial workshops and plant and equipment rooms.
- (c) The Service Provider must conduct all cleaning services in accordance with relevant Occupational Health and Safety Legislation and any applicable cleaning industry standards.
- (d) The Service Provider must undertake routine and non-routine cleaning at each Mainland Centre, such cleaning must:
  - (i) meet the detailed requirements as agreed with the Department during the Transition In Period and documented in the Cleaning Services Plan;
  - (ii) conform to Australian Safety and Compensation Council: 1005 National Model Regulations for the control of workplace hazardous substances, and
  - (iii) conform to Australian Safety and Compensation Council: 1015 Storage and handling of workplace dangerous goods.
- (e) The Service Provider must maintain a sufficient number of pre-trained relief cleaning Service Provider Personnel to fill short term vacancies which occur, due to sick leave, annual leave or other absences.
- (f) The Service Provider must implement cleaning comment books in appropriate locations throughout each Mainland Centre, which includes:
  - (i) the cleaning schedule for each building;
  - (ii) a section for 'last cleaned' entry by cleaning Service Provider Personnel; and
  - (iii) details to allow for a quick assessment of cleaning effectiveness and conformance to the cleaning schedule.

#### 4.2 **Cleaning Services Plan**

- (a) The Service Provider must during the Transition In Period, for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), develop and implement a Cleaning Services Plan at each Mainland Centre.
- (b) The Cleaning Services Plan must include:

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

#### 4.3 **Non-routine Cleaning**

- (a) The Service Provider must ensure there are Service Provider Personnel available at all times to respond to non-routine cleaning requirements, which may be required after:
- (i) accidents;
  - (ii) equipment malfunction; and
  - (iii) Incidents.
- (b) The Service Provider must ensure that cleaning Service Provider Personnel are available between the hours of 0700 and 2100 hours to ensure a ready response to non-routine requests.
- (c) The Service Provider must ensure that training is provided to Service Provider Personnel to ensure that where an emergency cleaning requirement cannot be met by the available cleaning Personnel, contingency plans are enacted to reduce the potential impact on People in Detention.

#### 4.4 **Cleaning Accommodation**

- (a) The Service Provider must clean Accommodation in the following circumstances:
- (i) before a Person in Detention occupies the room;
  - (ii) after a Person in Detention vacates the room; and

- (iii) when it is necessary, especially for People in Detention who may not be able to clean their room themselves.
- (b) Where non-routine cleaning of occupied Accommodation is required, the Service Provider must gain the consent of the Person in Detention prior to conducting the cleaning.

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

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

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

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

#### **4.7 Cleaning Equipment and Chemicals**

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

### **5. ENVIRONMENTAL MANAGEMENT**

#### **5.1 Environmental Management System**

- (a) The Service Provider must develop and implement an Environmental Management System for each Mainland Centre:
  - (i) to manage energy consumption, the use of natural resources, waste disposal, and vermin and pest control;
  - (ii) that is certified under the International Organisation for Standardisation 14001 Standard; and
  - (iii) that includes:

- (A) objectives for environmental management;
  - (B) a risk assessment of the environmental impacts of the individual Mainland Centre operations;
  - (C) measures to manage energy consumption, the use of natural resources, waste disposal and pest control;
  - (D) procedures and documentation for the implementation, development, review and continuous improvement of the Environmental Management System;
  - (E) a self assessment program; and
  - (F) a process for independent annual auditing of the Environmental Management System.
- (b) The Environmental Management System for each Mainland Centre must be developed by the Service Provider during the Transition In Period and will be approved by the Department in accordance with **Schedule 15** (Document Approval Schedule).

## 5.2 Energy and Water Use

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

### 5.3 Waste Management

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

### 5.4 Vermin and Pest Control

- (a) The Service Provider must develop and implement a Vermin and Pest Control Plan for each Mainland Centre, during the Transition In Period (for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule)), that:
  - (i) is based on Australian Pest Controllers Association best practice;
  - (ii) is compliant with all applicable Law; and
  - (iii) includes measures that must be taken to prevent or eradicate vermin or pest infestations, such as:
    - (A) environmental and habitat measures to disrupt breeding and life-cycles;
    - (B) low level chemical measures such as localised dusting and misting; and
    - (C) the scope of the measures to be implemented and the frequency.
- (b) The Service Provider must develop and submit by the annual anniversary of the Handover Date at each Mainland Centre, an updated Vermin and Pest Control Plan at each Mainland Centre for Department approval.

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

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

## 6. **OCCUPATIONAL HEALTH AND SAFETY**

### 6.1 **General**

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

### 6.2 **Compliance with all Applicable Law for Occupational Health and Safety**

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

### 6.3 Occupational Health and Safety Committee

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

### 6.4 Safety Precautions in Performing the Services

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

### 6.5 Use of Hazardous Substances and Chemicals

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



## 7. MANAGEMENT OF EMERGENCIES

### 7.1 General

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

### 7.2 Compliance with Australian Standards

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

### 7.3 Emergency Control Organisation

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

- (b) The Emergency Control Organisation must meet quarterly and after any emergency.

#### 7.4 **Emergency Exercises**

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



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 2  
STATEMENT OF WORK**

**SECTION 2.2.2A  
Christmas Island - Facilities Management  
and Support Services**

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## **PHILOSOPHY**

The overarching philosophy is for the Service Provider to:

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

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

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

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

## **1. MANAGEMENT OF ASSETS**

### **1.1 General**

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

### **1.2 Department Asset Register**

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

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

## **2. MAINTENANCE OF ASSETS**

### **2.1 General**

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

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

## 2.2 Maintenance Management Plan

- (a) The Service Provider must develop a Maintenance Management Plan for Northwest Point, during the Transition In Period, for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), that includes:
  - (i) a schedule for inspection and testing of Department Assets;
  - (ii) a schedule of planned Maintenance that includes preventative, conditional and corrective maintenance, taking into account the Department Asset Replacement Plan and Philosophy;
  - (iii) Response Times for Emergency and Breakdown Repairs;
  - (iv) schedules for the regular Maintenance and testing of security systems;
  - (v) schedules for the regular Maintenance and testing of emergency systems;
  - (vi) any additional Maintenance required due to changes to the Department Asset Register during the Transition In Period; and
  - (vii) any Department Assets that are not fit for purpose or have reached the end of their useful life, and may need major repair, refurbishment or replacement.
- (b) The Service Provider must develop and submit by the annual anniversary of the Handover Date at Northwest Point, an updated annual Maintenance Management Plan for Department Assets at Northwest Point for Department approval.
- (c) The Service Provider acknowledges that:
  - (i) the inclusion of any Department Asset in the Maintenance Management Plan for major repair, refurbishment or replacement by the Service Provider will be at the Department's absolute discretion; and
  - (ii) the Department may be required, under the Commonwealth Procurement Guidelines, to procure such services through an open tender process.



### 2.3 **Computerised Maintenance Management System**

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

### 2.4 **Compliance with Australian Standards**

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

### 2.5 **Emergency and Breakdown Repairs**

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

### 2.6 **Alternative Arrangements during Maintenance**

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

## 2.7 **Damage by People in Detention**

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

## 2.8 **Asset Modifications**

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

## 2.9 **Maintenance and Replacement of Loose Assets**

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

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

#### 2.10 Security Systems

- (a) The Service Provider must, in accordance with the Maintenance Management Plan, maintain and test security systems at Northwest Point to ensure the security systems remain functional at all times to achieve the security outcomes specified in this Contract.
- (b) For the purposes of this **Section 2.2.2A** (Christmas Island Facilities Management and Support Services) security systems include:
  - (i) control rooms;
  - (ii) surveillance equipment;
  - (iii) X-ray and scanning equipment;
  - (iv) communications equipment;
  - (v) alarms;
  - (vi) keys, locks and electronic access control devices;
  - (vii) security fencing and barriers; and
  - (viii) intrusion detectors.

#### 2.11 Emergency Systems

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

- (v) first aid equipment.

## 2.12 Grounds and Infrastructure Maintenance

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

## 2.13 Work Practices

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

## 2.14 **Communication about Maintenance and Modifications**

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

## 3. **CATERING**

### 3.1 **General**

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

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

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

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

### 3.3 **Catering Managers**

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

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

### 3.4 **Dietician**

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

### 3.5 **Recipe Cards**

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

### 3.6 **Variety and Menu Plans**

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

### 3.7 **Quantity of Food and Beverages**

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



### 3.8 Specific Health Needs of People in Detention

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

### 3.9 Halal Arrangements

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

### 3.10 Provision of Meals

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

### 3.11 Dining Room

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

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

### 3.12 **Late Arrivals**

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

### 3.13 **Breakfast**

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

### 3.14 **Self-Catering**

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

### 3.15 **Barbecues**

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

### 3.16 **Transport of Food and Beverages**

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

### 3.17 **Cleaning of Food Preparation and Service Areas**

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

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

### 3.18 **Display of Signage**

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

## 4. **CLEANING SERVICES**

### 4.1 **General**

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

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

#### 4.2 **Cleaning Services Plan**

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

#### 4.3 **Non-routine Cleaning**

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

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

#### 4.4 **Cleaning Accommodation**

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

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

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

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

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

#### 4.7 **Cleaning Equipment and Chemicals**

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

### 5. **ENVIRONMENTAL MANAGEMENT**

#### 5.1 **Environmental Management System**

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

#### 5.2 **Energy and Water Use**

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

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

### 5.3 Waste Management

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

### 5.4 Vermin and Pest Control

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



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

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

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

### 6. **OCCUPATIONAL HEALTH AND SAFETY**

#### 6.1 **General**

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

**6.2 Compliance with all Applicable Law for Occupational Health and Safety**

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

**6.3 Occupational Health and Safety Committee**

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

**6.4 Safety Precautions in Performing the Services**

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

**6.5 Use of Hazardous Substances and Chemicals**

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

## 7. MANAGEMENT OF EMERGENCIES

### 7.1 General

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

### 7.2 Compliance with Australian Standards

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

### 7.3 Emergency Control Organisation

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

#### 7.4 **Emergency Exercises**

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



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 2  
STATEMENT OF WORK**

**SECTION 2.2.3  
Business Services and Continuous Improvement**

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## **PHILOSOPHY**

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

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

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

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

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

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

## **1. BUSINESS SERVICES PLAN**

### **1.1 Initial Business Services Plan**

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

### **1.2 Annual Review and Update**

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



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

## **2. POLICY AND PROCEDURES MANUAL**

### **2.1 Development of Manual**

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

### **2.2 Compliance with Manual**

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

### **2.3 Annual review and update**

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

### **3. HUMAN RESOURCE MANAGEMENT**

#### **3.1 General**

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

#### **3.2 Service Provider Personnel**

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

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

### 3.3 Indonesian Language Requirements at Northern Immigration Detention Centre

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

### 3.4 **Appointment as Officers**

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

### 3.5 **Clearances - General**

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

### 3.6 **Clearances – Working with Minors**

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

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

### 3.7 Clearances – Security Clearance

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

### 3.8 Training and Minimum Qualifications for Service Provider Personnel

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

### 3.9 On-Going Training of Service Provider Personnel

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

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

#### **4. ALTERNATIVE DETENTION**

##### **4.1 General**

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

#### 4.2 **Appointment of Places of Alternative Detention**

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

#### 4.3 **Integrity of Immigration Detention**

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

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

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

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

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

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

### 5. **CONTRACT AND RELATIONSHIP MANAGEMENT**

#### 5.1 **General**

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

#### 5.2 **Relationship with Other Service Providers**

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



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

### **5.3 Memorandums of Understanding**

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

### **5.4 Cooperation with Inquiries and Investigations**

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

## **6. RECORDS MANAGEMENT**

### **6.1 Management of Records**

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

### **6.2 Management of Records**

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

### **6.3 Safeguarding Data and Records**

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

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

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

#### **6.5 People in Detention Identifiers in Correspondence**

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

#### **6.6 Financial Management System**

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

### **7. INFORMATION TECHNOLOGY REQUIREMENTS**

#### **7.1 General**

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

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

## **7.2 The Department's Detention Information Technology System**

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

### 7.3 Data Entry into the Department's Information Technology System

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

### 7.4 Compatibility with the Department's Information Technology Systems

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

### 7.5 Capture of Biometric Data

- (a) The Service Provider must:
  - (i) capture, using systems provided by the Department, a Person in Detention's biometric data in accordance with the Department's requirements, policy and procedures listed in **Schedule 16** (Legislation and Commonwealth Policies) or as notified by the Department from time to time; and
  - (ii) ensure that only trained Service Provider Personnel capture biometric data from a Person in Detention.

#### 7.6 Movement of Computers

- (a) The Service Provider must ensure that any information technology storage media, including hard drives, owned or managed by the Service Provider that has at any time held People in Detention Records, or has been accessed by a Person in Detention, is sanitised in accordance with ACSI 33 prior to leaving a Facility or the Service Provider corporate headquarters.

#### 7.7 Service Desk, Support and Maintenance Arrangements

- (a) The Department will provide service desk, support and maintenance facilities for the Department nominated information technology system.

### 8. INCIDENT MANAGEMENT

#### 8.1 General

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

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

## 8.2 Incident Management Protocol

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

## 8.3 Capability

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

## 8.4 Response to Incidents

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

## 8.5 **Command and Control**

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

## 8.6 **Incident Management Log**

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

## 8.7 **Reporting of Incidents**

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



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

## 8.8 Post Incident Review

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

## 9. BUSINESS CONTINUITY

### 9.1 General

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

## 10. REPORTING OF SERVICE DELIVERY

### 10.1 General

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

## 11. PERFORMANCE MANAGEMENT SYSTEM

### 11.1 General

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

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

## 11.2 Industry Development

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

## 12. STORES

### 12.1 General

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

### 12.2 Management of the Store

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

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

### **12.3 Holding and Distribution of Consumables**

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

### **12.4 Bedding, Linen, Clothing and Footwear Supplies**

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

## **13. CONTINUOUS IMPROVEMENT AND QUALITY MANAGEMENT**

### **13.1 General**

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

### **13.2 Quality Management System**

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

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

## ANNEXURE A

### 1. SERVICE PROVIDER PERSONNEL QUALIFICATIONS

#### 1.1 Induction Training

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

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

#### 1.2 First Aid

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

#### 1.3 Catering

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

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

#### 1.4 **Dietician**

The dietician engaged by the Service Provider must:

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

#### 1.5 **Security**

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

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

#### 1.6 **Security Staff, Escorts and Drivers**

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

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

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

## 1.7 Onsite Indonesian language speaking Service Provider Personnel

The Indonesian language speaking Service Provider Personnel at NIDC must:

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

## 1.8 Exercise of Powers under the Migration Act

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

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

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



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

## 1.9 Programs and Activities

Service Provider Personnel responsible for managing Programs and Activities must:

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

## 1.10 Gymnasium

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

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

## **ANNEXURE B – INCIDENTS**

### **1. Critical Incidents**

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

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

## 2. Major Incidents

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

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

### 3. **Minor Incidents**

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

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



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 2  
STATEMENT OF WORK**

**SECTION 2.2.4  
Security Services**

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## **PHILOSOPHY**

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

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

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

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



## 1. DELIVERY OF SECURITY SERVICES

### 1.1 Scope of Services

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

### 1.2 Integrity of Immigration Detention

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

### 1.3 Centre Security Services Plan

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

- (iii) approved restraint devices.

#### 1.4 Service Provider Personnel

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

#### 1.5 Qualifications of Service Provider Personnel Providing Security Services

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

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

#### 1.6 **Prevention of Escapes**

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

#### 1.7 **Security Intelligence Obligation**

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

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

#### 1.8 Centre Security Risk Assessment

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

## 1.9 Rostering of Security Personnel

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

## 1.10 Communication of Security Requirements

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

## 2. ENTRY CONTROL

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

### 2.1 Identification

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

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

## 2.2 Detection of Excluded and Controlled Items and Illegal Items

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

## 2.3 Management of Excluded and Controlled Items

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

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

#### 2.4 **Illegal Items**

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

#### 2.5 **Access to Controlled Areas**

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

### 3. CENTRE SECURITY

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

#### 3.1 Security Control Centre

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

#### 3.2 Operations Logs

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

#### 3.3 Digital Records

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



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

### 3.4 Surveillance Camera Records

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

### 3.5 Management of Incidents

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

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

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

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

- (a) The Service Provider must verify that all People in Detention are present and safe in the Centre at least four times during each day:
  - (i) in the morning prior to the breakfast meal;
  - (ii) at midday;
  - (iii) at the evening meal time; and
  - (iv) at night.
- (b) The check conducted by the Service Provider under this **clause 3.6** must be conducted in a manner that respects the cultural, religious, gender and privacy needs of People in Detention.
- (c) Service Provider Personnel undertaking checks under this **clause 3.6** need to be skilled in identifying People in Detention who may be unwell or not coping, including in circumstances where the Person in Detention may be attempting to hide a problem.
- (d) The Service Provider must immediately report to the Department Regional Management any concerns about a Person in Detention's safety and security.

### 3.7 Searches

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

### 3.8 Use of Force

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

### 3.9 Use of Restraints

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

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

### 3.10 Follow Up to the Use of Force or Restraints

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

### 3.11 Visitor Escorts

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

### 3.12 Perimeter Security

- (a) The Service Provider must ensure that the security of the perimeter of each Centre is maintained at all times in accordance with Departmental policies and procedures as listed in **Schedule 16** (Legislation and Commonwealth Policies) or as notified from time to time by the Department.
- (b) The Service Provider must ensure that the internal and external perimeter is checked daily on at least two occasions:
  - (i) at the opening of the Centre in the morning;
  - (ii) prior to the lock-up of the Centre at night; and

- (iii) at any other times as is deemed operationally necessary.
- (c) All perimeter security checks must be formally recorded by the Service Provider.

### 3.13 Centre Contingency Plans and Procedures

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

### 3.14 Security Exercises

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

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



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 2  
STATEMENT OF WORK**

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

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## **PHILOSOPHY**

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

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

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

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

## 1. DELIVERY OF SECURITY SERVICES

### 1.1 Scope of Services

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

### 1.2 Integrity of Immigration Detention

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

### 1.3 Security Services Plan

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

#### 1.4 Service Provider Personnel

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

#### 1.5 Qualifications of Service Provider Personnel Providing Security Services

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

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

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

#### 1.6 **Prevention of Escapes**

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

#### 1.7 **Security Intelligence Obligation**

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

- (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 four times during each day:
  - (i) in the morning prior to the breakfast meal;
  - (ii) at midday;
  - (iii) at the evening meal time; and
  - (iv) at night.
- (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 two occasions:
  - (i) at the opening of each Christmas Island APOD in the morning;
  - (ii) prior to the lock-up of each Christmas Island APOD at night; and
  - (iii) at any other times as is deemed operationally necessary.
- (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**

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**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.

(e) 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**

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**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**

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### **Department of Immigration and Citizenship**

#### **Detention Services Contract Immigration Detention Centres**

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#### **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**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 4.1  
PERFORMANCE MANAGEMENT MANUAL**



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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**

- (a) Incentive payments will be calculated based on the performance (maturity) levels set for each Incentive Indicator Metric (over and above the baseline (Level one) maturity level) that the Service Excellence Review Team considers the Service Provider has achieved during the 12 month period, applying the criteria set out in the Business Services Plan.
- (b) For each Incentive Indicator Metric where the performance (maturity) level achieved by the Service Provider is assessed as above the baseline (Level 1) maturity level, the Service Provider is entitled to an Incentive payment of 0.25% of the Detention Services Fee payable to the Service Provider over the relevant 12 month period, for each level the Service Provider's performance is above the baseline (Level 1).
- (c) The maximum Incentive amount payable by the Department in respect of each Incentive Indicator Metric is 1% of the Detention Services Fee for the relevant 12 month period.
- (d) The maximum possible Incentive payable to the Service Provider with respect to any 12 month period is 6% of the Detention Services Fee payable in that period.

## 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.
- (b) Any Abatement of the Detention Services Fee in response to the Service Provider's failure to meet the minimum performance levels for each Abatement Indicator Metric will be calculated Monthly. Subject to **clause 5.3(f)**, **clause 5.4** and **clause 5.5**, the maximum amount that can be abated under this regime is 5% of the Detention Services Fee that is otherwise payable to the Service Provider in respect of each Facility for the relevant month.

### 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.

Key Performance Indicators	Indicator Metrics (12)	Detailed Abatement Indicator Metric	Weighting (100%)
Duty of Care	1. Catering	1.1. Compliance with Health and Food Safety Regulations	4.00%
		1.2. Responsiveness to Consultative Committee	4.00%
	2. Programs, Activities and Amenities	2.1. Access to Programs Activities & Amenities	4.00%
		2.2. Availability of Programs, Activities & Facility Amenities	4.00%
	3. Transport	3.1. Timely Transport	2.00%
		3.2. Escapes during Transport & Escort	4.00%
3.3. Transport & Escort Complaints		3.50%	
Appropriate Amenities	4. Security	4.1. Escapes from the Facility	2.00%
		4.2. Security Risk Assessments	5.00%
		4.3. Safety & Security Systems and Processes	5.00%
	5. Reception Induction & Discharge	5.1. Reception Induction & Discharge	5.00%
		5.2. Property of People in Detention	3.00%
	6. Maintenance	6.1. Timely Response to Service Defects	2.00%
6.2. Timely Completion of Maintenance Tasks		2.00%	
6.3. Building Condition		3.00%	
Healthy Environment	7. Facility Presentation	7.1. Facility Cleanliness	2.00%
	8. Incident Reporting	8.1. Incident Reporting	4.00%
		8.2. Incident Management	3.00%
		8.3. Post Incident Review	2.00%
		8.4. Implementation of Recommendations from Post Incident Review	3.00%
	9. Interaction & Well-Being	9.1. Feedback from People in Detention	3.50%
		9.2. Visitor Access	2.00%
		9.3. Fair & Reasonable Dealings	5.00%
		9.4. Creating Individual Management Plans	2.00%
9.5. Updating Individual Management Plans		2.00%	
9.6. Implementing Individual Management Plans		2.00%	
10. Complaints	10.1. Timely Response to Complaints	5.00%	
	10.2. Complaints Management System	2.00%	

<b>Supportive Culture</b>	<b>11. Information sharing</b>	11.1. Timely Data Entry	3.00%
		11.2. Accuracy of People in Detention Records, Operational Logs and Registers	2.00%
		11.3. Transfer of People in Detention Records	2.00%
	<b>12. Issues Management</b>	12.1. Timely Resolution of Issues	3.00%

**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.

<b>Description</b>	
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
<b>Measurement Methodology</b>	
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

- (a) The detailed Abatement Indicator Metrics will apply to all Facilities that are:
- (i) Operational with full Services being provided;
  - (ii) Operational with Basic Services being provided;
  - (iii) Hot Contingency; and
  - (iv) Contingency,
- in accordance with the table below.
- (b) For those metrics that are measured Monthly, where the status of a Facility changes during a month, the status for the purpose of which metrics apply is determined by the status of the Facility at the 15th of the month.
- (c) For those metrics that are measured less frequently than monthly (for example three or six monthly), where the status of a Facility changes during the relevant period, the status for the purpose of which metrics apply is determined by the status of the Facility for the majority of the relevant period.

Key Performance Indicators	Indicator Metrics	Detailed Abatement Indicator Metric	Applied when Facility Operational	Applied when Service Provider delivering Basic Services at Facility	Applied when Facility in Hot Contingency	Applied when Facility in Contingency
Duty of Care	<b>1. Catering</b>	1.1. Compliance with Health and Food Safety Regulations 1.2. Responsiveness to Consultative Committee	Yes	Yes	No	No
	<b>2. Programs, Activities and Amenities</b>	2.1. Access to Programs Activities & Amenities 2.2. Availability of Programs, Activities & Facility Amenities	Yes	Yes (excluding those requirements re Programs and Activities)	No	No

	<b>3. Transport</b>	3.1. Timely Transport 3.2. Escapes during Transport & Escort 3.3. Transport & Escort Complaints	Yes	Yes	No	No	
	<b>Appropriate Amenities</b>	<b>4. Security</b>	4.1. Escapes from the Facility 4.2. Security Risk Assessments 4.3. Safety & Security Systems and Processes	Yes	Yes	No	No
		<b>5. Reception Induction &amp; Discharge</b>	5.1. Reception Induction & Discharge 5.2. Property of People in Detention	Yes	Yes	No	No
<b>6. Maintenance</b>		6.1. Timely Response to Service Defects 6.2. Timely Completion of Maintenance Tasks 6.3. Building Condition	Yes	Yes	Yes	Yes	
<b>Healthy Environment</b>	<b>7. Facility Presentation</b>	7.1. Non-Routine Cleaning 7.2. Facility Cleanliness	Yes	Yes	Yes	Yes	
	<b>8. Incident Reporting</b>	8.1. Incident Reporting 8.2. Incident Management 8.3. Post Incident Review	Yes	Yes	No	No	
	<b>9. Interaction &amp; Well-Being</b>	9.1. Feedback from People in Detention 9.2. Visitor Access 9.3. Fair & Reasonable Dealings 9.4. Creating Individual Management Plans 9.5. Updating Individual Management Plans 9.6. Implementing Individual Management Plans	Yes	Yes	No	No	
<b>Supportive Culture</b>	<b>10. Complaints</b>	10.1. Timely Response to Complaints 10.2. Complaints Management System	Yes	Yes	No	No	
	<b>11. Information sharing</b>	11.1. Timely Data Entry 11.2. Accuracy of People in Detention Records, Operational Logs and Registers 11.3. Transfer of People in Detention Records	Yes	Yes	No	No	
	<b>12. Issues Management</b>	12.1. Timely Resolution of Issues	Yes	Yes	No	No	

## 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.
- (b) Any Abatement for a Performance Failure at a Facility will be applied to the Detention Services Fee for that Facility that is otherwise payable to the Service Provider during the relevant measurement period.

### 5.2 Calculation of Abatements

- (a) The Abatement is a dollar value reduction to be applied to the Detention Services Fee for each Facility.
- (b) An Abatement is triggered in any instance where the Service Provider's performance against an detailed Abatement Indicator Metric falls below the minimum performance standard that is required for that metric (refer **Annexure A** (Abatement Indicator Metric Definitions)).
- (c) Any Abatement at each Facility will be calculated on a Monthly basis. The total Abatement for each month at each Facility will be the sum of the individual Abatements applicable to each detailed Abatement Indicator Metric (that is, a separate Abatement calculation will be done each month in respect of each Abatement Indicator Metric).
- (d) The total Abatement for each month will be the sum of the Abatements for each Facility during that month.
- (e) Subject to **clause 5.2(f)** the Service Provider may be abated a maximum of 5% of the Detention Services Fee for each Facility.
- (f) The total amount abated from the Detention Services Fee may be greater than 5% of the Detention Services Fee for each Facility if the Service Provider's level of performance constitutes:
  - (i) a Significant Failure or Continuous Failure (see **clause 5.3**);
  - (ii) a Continuous Metric Failure (see **clause 5.4**); or
  - (iii) a Continuous Network Metric Failure (see **clause 5.5**)
- (g) The Service Provider and the Department, as the Joint Facility Audit Team, will share responsibility for calculating the total Abatement applicable for a month, with the Department making the final decision as to the applicable Abatement for the month.
- (h) The total Abatement for any given month will be the sum of the Abatements for each detailed Abatement Indicator Metric at each Facility as calculated

by the Joint Facility Audit Team (and confirmed by the Department). This total Abatement for the month will be set out in the Service Provider Monthly Performance Report and Overall Monthly Performance Report (see **clause 6.2**).

The Standard Abatement for each Facility, for each month is calculated using the following formula:

$$SA = \left[ \sum (Abate \% \times w) \right] \times \text{Detention Services Fee}$$

Where:

SA = Standard Abatement

Abate % = the percentage calculated in accordance with **Annexure A** for each metric where there is a Performance Failure

w = weightings (as a percentage) of each detailed Abatement Indicator Metric against which a Performance Failure was recorded.

Where  $\sum (Abate \% \times w) > 5\%$  to the formula for calculating the Standard Abatement at each Facility is:

$$SA = 5\% \times \text{Detention Services Fee}$$

- (i) The Department will:
  - (i) make a decision to accept or dispute the Joint Facility Audit Team's Abatement calculation; and
  - (ii) notify the Service Provider of its decision within 10 Business Days of receiving the Monthly Performance Report.
- (j) If the Department decides to dispute the Abatement calculation, the Department will ask the Joint Facility Audit Team and the Service Provider to provide sufficient documentation to support the calculation within 10 Business Days of the Department notifying the Service Provider of the reason for the dispute.
- (k) The Abatement is deducted from the next month's invoices of Detention Services Fee issued to the Department in accordance with **Schedule 5** (Detention Services Fee) or other invoice as directed by the Department.

### **5.3 Significant or Continuous Performance Failure**

- (a) Significant Failure or Continuous Failure in the Service Provider's performance will result in a higher rate of Abatement that may exceed the 5% cap of the Detention Services Fee for each Facility:
  - (i) **Significant Failure** occurs where the Service Provider has been assessed as having a Performance Failure in one-third or more of all



detailed Abatement Indicator Metrics at a Facility in a month. In any month where a Significant Failure has occurred, the Significant Failure Abatement (SF) for that month at the relevant Facility will be calculated as follows:

$$SF = \text{Standard Abatement Fee (SA)} \times 1.33$$

In Months where Significant Failure occurs, the Significant Failure Abatement will apply instead of the Standard Abatement.

- (ii) **Continuous Failure** occurs when a Significant Failure occurs for three or more consecutive Months. Under these circumstances the following Abatement calculation for Continuous Failure (CF) will apply to the month in which a Continuous Failure occurs:

$$CF = \text{Standard Abatement Fee} \times [1 + (0.33 \times N)]$$

where N = the number of Months of unbroken Significant Failure not including the first month of Significant Failure.

The Continuous Failure Abatement is in addition to the Significant Failure Abatement (that is, the total Abatement for the month = SF + CF).

- (b) Although the maximum level of the Standard Abatement is 5% of the Detention Services Fee for each Facility for the relevant month, the application of Significant Failure and/or Continuous Failure may result in a level of Abatement in excess of 5% at each Facility.
- (c) If a Continuous Failure occurs for six or more successive Months, this will be a termination event which entitles the Department to terminate the Contract.

#### 5.4 Continuous Metric Failure

- (a) The Detention Services Fee will be further abated if the Service Provider is assessed as having a Performance Failure for any single detailed Abatement Indicator Metric at a Facility for three consecutive Months (or other reporting period in the case of those metrics not measured monthly). This will be treated as a Continuous Metric Failure.
- (b) The Abatement calculation for Continuous Metric Failure (CMF) involves multiplying the weighting for the particular detailed Abatement Indicator Metric for which the CMF occurred by three as follows:

$$CMF = (\text{Abate \%} \times w) \times 3 \times \text{Detention Services Fee}$$

Where:

Abate % = the percentage calculated in accordance with **Annexure A** for each metric where there is a Continuous Metric Failure

w = weightings (as a percentage) of each detailed Abatement Indicator Metric against which there is Continuous Metric Failure

- (c) The amount of the total Abatement in any month where Continuous Metric Failure occurs will not be capped.
- (d) The Continuous Metric Failure Abatement operates independently of the Abatements relating to Significant or Continuous Failure.

### 5.5 Continuous Network Metric Failure

- (a) Continuous Network Metric Failure occurs where the Service Provider has been assessed as having a Performance Failure for the same detailed Abatement Indicator Metric at more than two Facilities for more than two consecutive months.
- (b) In any month where a Continuous Network Metric Failure has occurred, a Continuous Network Metric Failure (CNMF) Abatement for that month will be calculated for each Facility that has had a Performance Failure against the relevant detailed Abatement Indicator Metric in that month. The Continuous Network Metric Failure Abatement for each relevant Facility, will be calculated using the following formula:

$$\text{CNMF} = (\text{Abate \%} \times w) \times \text{Detention Services Fee}$$

where:

Abate % = the percentage calculated in accordance with **Annexure A** for each metric where there is a Continuous Metric Failure.

w = weightings (as a percentage) of each detailed Abatement Indicator Metric against which there is Continuous Metric Failure.

- (c) The amount of the total Abatement in any month where Continuous Network Metric Failure occurs will not be capped.
- (d) The Continuous Network Metric Failure Abatement operates independently of the Abatements relating to Significant or Continuous Failure and Continuous Metric Failure.

### 5.6 Calculation summary

- (a) In any given month, the Abatement calculation may change depending on whether there is Significant Failure, Continuous Failure or Continuous Metric Failure. Formulae for different scenarios are provided below:
  - (i) If there is no Significant Failure, Continuous Failure, Continuous Metric Failure or Continuous Network Metric Failure, the total Abatement at each Facility is calculated as follows:

$$\text{Total Abatement} = \text{SA};$$

- (ii) If a Significant Failure occurs the calculation is as follows:

$$\text{Total Abatement} = \text{SF}$$

and the Abatement for the month = SF;

- (iii) If a Continuous Failure occurs the calculation is as follows:

$$\text{Total Abatement} = \text{SF} + \text{CF};$$

- (iv) If a Continuous Metric Failure occurs the following calculation applies (depending on what other failures have occurred):

$$\text{Total Abatement} = \text{SA} + \text{CMF}$$

$$\text{Total Abatement} = \text{SF} + \text{CMF}$$

$$\text{Total Abatement} = \text{SF} + \text{CF} + \text{CMF};$$

- (v) If a Continuous Network Metric Failure occurs the following calculation applies (depending on what other failures have occurred):

$$\text{Total Abatement} = \text{SA} + \text{CNMF}$$

$$\text{Total Abatement} = \text{SF} + \text{CNMF}$$

$$\text{Total Abatement} = \text{SF} + \text{CF} + \text{CNMF}$$

$$\text{Total Abatement} = \text{SF} + \text{CF} + \text{CMF} + \text{CNMF};$$

- (b) A full worked calculation provided at **Annexure B** (Example Abatement Calculation) illustrates how the calculation should be carried out.

## 5.7 Determination of Final Abatement

- (a) The Abatement will be discussed with the Service Provider prior to the Department notifying the Service Provider of the Abatement for a month. The Department will make the final determination regarding the Abatement to be applied for any month.

## 5.8 Excusable Performance Failures

- (a) The Department recognises that circumstances may arise in which it may be reasonable to take into account specific instances or events that have resulted in a Performance Failure by the Service Provider. Instances or events such as these will be excluded for the purpose of determining whether a Performance Failure has been triggered in respect of an Abatement Indicator Metric and, consequently, whether Abatement applies for that metric.

- (b) The categories of events that may constitute excusable Performance Failures for the purpose of this **clause 5.8** are:
- (i) events that the Department recognises as being beyond the reasonable control of the Service Provider (provided the Service Provider has taken all proper and reasonable steps to minimise the occurrence or impact of such events);
  - (ii) a Force Majeure Event; or
  - (iii) an event directly caused by the interference or action/inaction of the Department, Department Personnel, or another Department service provider.

The Department will (acting reasonably) have the final say on whether an event qualifies for exclusion under this clause.

- (c) The Service Provider must notify the Department of any event that it considers qualifies as an excusable Performance Failure as soon as practicable after the Service Provider becomes aware of the event. Details about the event and reasons why the event are considered an excusable performance failure must be provided for consideration by the Department.
- (d) The Department will consider any events nominated by the Service Provider as excusable performance failures and will notify the Service Provider of whether it accepts or rejects that the event is an excusable performance failure within 10 Business Days of receiving the details of the claimed excusable performance failure from the Service Provider. If the Department rejects an event as an excusable performance failure, the Department will provide the Service Provider with reasons in writing for the rejection.

## **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**). 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).
- (e) 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

Key Performance Indicators	Indicator Metrics (12)	Detailed Abatement Indicator Metric	Weighting (100%)
Duty of Care	1. Catering	1.1. Compliance with Health and Food Safety Regulations	4.00%
		1.2. Responsiveness to Consultative Committee	4.00%
	2. Programs, Activities and Amenities	2.1. Access to Programs Activities & Amenities	4.00%
		2.2. Availability of Programs, Activities & Facility Amenities	4.00%
	3. Transport	3.1. Timely Transport	2.00%
		3.2. Escapes during Transport & Escort	4.00%
3.3. Transport & Escort Complaints		3.50%	
Appropriate Amenities	4. Security	4.1. Escapes from the Facility	2.00%
		4.2. Security Risk Assessments	5.00%
		4.3. Safety & Security Systems and Processes	5.00%
	5. Reception Induction & Discharge	5.1. Reception Induction & Discharge	5.00%
		5.2. Property of People in Detention	3.00%
	6. Maintenance	6.1. Timely Response to Service Defects	2.00%
6.2. Timely Completion of Maintenance Tasks		2.00%	
6.3. Building Condition		3.00%	
Healthy Environment	7. Facility Presentation	7.1. Facility Cleanliness	2.00%
	8. Incident Reporting	8.1. Incident Reporting	4.00%
		8.2. Incident Management	3.00%
		8.3. Post Incident Review	2.00%
		8.4. Implementation of Recommendations from Post Incident Review	3.00%
	9. Interaction & Well-Being	9.1. Feedback from People in Detention	3.50%
		9.2. Visitor Access	2.00%
		9.3. Fair & Reasonable Dealings	5.00%
		9.4. Creating Individual Management Plans	2.00%
9.5. Updating Individual Management Plans		2.00%	
9.6. Implementing Individual Management Plans		2.00%	
10. Complaints	10.1. Timely Response to Complaints	5.00%	
	10.2. Complaints Management System	2.00%	

<b>Supportive Culture</b>	<b>11. Information sharing</b>	11.1. Timely Data Entry	3.00%
		11.2. Accuracy of People in Detention Records, Operational Logs and Registers	2.00%
		11.3. Transfer of People in Detention Records	2.00%
	<b>12. Issues Management</b>	12.1. Timely Resolution of Issues	3.00%

**Summary of Detailed Abatement Indicator Metrics**

## 1. Catering

### *Performance Objective:*

To ensure that People in Detention are provided with food and beverages that are sufficient in quantity, offer variety, are nutritious, culturally appropriate, dietary specific (where required), and adhere to food and safety standards.

### 1.1 Compliance with Health and Food Safety Regulations

<b>Description</b>	
What is measured	Breaches of health regulations, food safety and service standards.
Contract Requirement	<b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services)
Scope / application	This applies to catering services at each Facility.
Metric Weighting	4.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of Performance Measurements	Quarterly
Abatement Scale	<b>0 breaches:</b> Abate % = 0% <b>1 breach:</b> Abate % = 50% <b>2 or more breaches:</b> Abate % = 100%
Data Verification Sources / methods	Report from expert independent auditor / Joint Facility Audit Team observations.
Measurement responsibility	Joint Facility Audit Team review of audit report.
Frequency of Performance Reporting	Quarterly
Special Requirements	The terms of reference, including applicable standards (as set out in <b>clause 3</b> of <b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support

	Services, will be documented during the Transition In Period.
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## 1.2 Responsiveness to Consultative Committee

<b>Description</b>	
What is measured	That the Service Provider has responded to and resolved all food and catering related issues that are allocated to the Service Provider for action: <ul style="list-style-type: none"> <li>• within the timeframe agreed at the Consultative Committee meeting; or</li> <li>• no later than the next Consultative Committee meeting.</li> </ul>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services) and <b>Schedule 4.2</b> (Governance Requirements)
Scope / application	This measure applies with respect to all issues allocated for Service Provider action at the Consultative Committee
Metric Weighting	4.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Time 1 = time of end of Consultative Committee at which an issue is allocated to the Service Provider for action.  Time 2 = time Service Provider completes required action.
Frequency of Performance Measurements	Monthly
Abatement Scale	<p><b>0 breaches:</b> Abate % = 0%</p> <p><b>1 breach:</b> Abate % = 10%</p> <p><b>2 – 5 breaches:</b> Abate % = 25%</p> <p><b>6 – 9 breaches:</b> Abate % = 50%</p> <p><b>10 or more breaches:</b> Abate % = 100%</p> <p>A breach occurs when the Service Provider does not respond to and resolve issues (to the satisfaction of the</p>

	Joint Facility Audit Team) allocated to it at the Consultative Committee within the required time frames.
Data Verification Sources / methods	Minutes of Consultative Committee
Measurement responsibility	Joint Facility Audit Team
Frequency of Performance Reporting	Monthly
Special Requirements	Not Applicable

## 2. Programs, Activities and Amenities

### *Performance Objective:*

To ensure People in Detention have access to an appropriate range of Programs and Activities.

### 2.1 Access to Programs, Activities and Amenities

<b>Description</b>	
What is measured	Any substantiated events of a Person in Detention being denied access to: <ul style="list-style-type: none"> <li>• any existing Program or Activity;</li> <li>• any Facility Amenity; or</li> <li>• any Religious activity</li> </ul> without reasonable grounds.
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This applies to all People in Detention at each Facility
Metric Weighting	4.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable

Frequency of calculation	Monthly
Abatement Scale	<p><b>0 events:</b> Abate % = 0%</p> <p><b>1 event:</b> Abate % = 5%</p> <p><b>2 – 5 events:</b> Abate % = 20%</p> <p><b>6 – 9 events:</b> Abate % = 50%</p> <p><b>10 or more events:</b> Abate % = 100%</p> <p>For the purpose of this abatement scale, a substantiated event occurs when a Person in Detention is denied access by the Service Provider without reasonable grounds.</p>
Data Verification Sources / methods	Complaints management system records
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 2.2 Availability of Programs, Activities and Facility Amenities

Description	
What is measured	<ol style="list-style-type: none"> <li>1. Programs and Activities are delivered in accordance with the approved Programs and Activities Schedule.</li> <li>2. The Facility shop is open during scheduled hours.</li> <li>3. The Facility shop is stocked with sufficient quantity of goods for the current Facility occupancy levels.</li> <li>4. The Facility library is open during scheduled hours.</li> <li>5. The Facility library is stocked with materials targeted for the current demographic and occupancy levels.</li> <li>6. Telephones are available for use by People in</li> </ol>



	Detention at all times.  7. Internet is available for use by People in Detention during scheduled hours.
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This metric applies with respect to all People in Detention.
Metric Weighting	4.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale:	<p><b>0 – 2 breaches:</b> Abate % = 0%</p> <p><b>3 – 4 breach:</b> Abate % = 25%</p> <p><b>5 – 8 breaches:</b> Abate % = 50%</p> <p><b>9 – 11 breaches:</b> Abate % = 75%</p> <p><b>12 or more breaches:</b> Abate % = 100%</p> <p>For the purpose of this abatement scale, a breach occurs if any of the seven criteria is not satisfied at any time. Multiple breaches of a single criterion are possible.</p>
Data Verification Sources / methods	<p>Any reports, logs or written observations made by any of the following during the month:</p> <ul style="list-style-type: none"> <li>• Joint Facility Audit Team;</li> <li>• The Department;</li> <li>• The Service Provider.</li> </ul>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

### 3. Transport

***Performance Objective:***

To ensure that Transport and Escort Services are undertaken in a timely manner with due regard to the individual well-being and needs of People in Detention during these tasks.

#### 3.1 Timely Transport

<b>Description</b>	
What is measured	<p>1. Metropolitan Transport Tasks – the Service Provider Personnel conducting the task depart the relevant Facility within one hour (<b>Approved Time</b>) of the Department sending the Transport Request to the Service Provider where the task is stated to be conducted as soon as possible</p> <p>2. Non-metropolitan Transport Tasks – the Service Provider Personnel conducting the task collect the relevant Person/People in Detention:</p> <ul style="list-style-type: none"> <li>• within 24 hours (<b>Approved Time</b>) of the Department sending the Transport Request to the Service Provider; or</li> <li>• at the collection time specified in the Transport Request if that time is more than 24 hours after the Department sends the Transport Request to the Service Provider.</li> </ul>
Contract Requirement	<b>Section 2.2.5</b> (Transport and Escort Services)
Scope / application	This metric applies with respect to all People in Detention.
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	<p>1. Time 1 = time Transport Request sent by Department. Time 2 = time Service Provider Personnel conducting the Transport task depart the Facility.</p> <p>2. Time 1 = time Transport Request sent by Department; or time specified in Transport Request, whichever is later.</p>

	Time 2 = time Service Provider Personnel conducting the Transport task collect the Person/People in Detention
Frequency of calculation	Monthly
Calculation	The formula below is to be applied to each Metropolitan Transport Tasks and Non-Metropolitan Transport Tasks.  A breach occurs in relation to any Transport task when:  <i>(Time 2 – Time 1) &gt; Approved Time</i>
Abatement Scale	<b>0 breaches:</b> Abate % = 0%  <b>1 breach:</b> Abate % = 15%  <b>2 – 3 breaches:</b> Abate % = 50%  <b>4 or more breaches:</b> Abate % = 100%
Data Verification Sources/methods	Transport and Escort Log  Department nominated information technology system
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

### 3.2 Escapes during Transport & Escort

<b>Description</b>	
What is measured	The number of escapes during Transport and Escort Tasks.
Contract Requirement	<b>Section 2.2.5</b> (Transport and Escort Services)
Scope / application	This metric applies with respect to all People in Detention
Metric Weighting	4.50%
<b>Measurement Methodology</b>	

Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale:	<p><b>0 events:</b> Abate % = 0%</p> <p><b>1 event:</b> Abate % = 50%</p> <p><b>2 or more events:</b> Abate % = 100%</p> <p>For the purposes of this abatement scale an "event" is any Transport and Escort task where one or more People in Detention escape from immigration detention.</p>
Data Verification Sources / methods	<p>Incident Reporting</p> <p>Department nominated information technology system</p> <p>Transport and Escort Log</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

### 3.3 Transport and Escort Complaints

Description	
What is measured	<p>Substantiated complaints in relation to Transport and Escort tasks from:</p> <ul style="list-style-type: none"> <li>• People in Detention;</li> <li>• Stakeholders; or</li> <li>• the community.</li> </ul>
Contract Requirement	<b>Section 2.2.5</b> (Transport and Escort Services)
Scope/application	This metric applies with respect to all Transport and Escort tasks.

Metric Weighting	3.50%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Abatement Scale:	<p><b>0 events:</b> Abate % = 0%</p> <p><b>1 event:</b> Abate % = 15%</p> <p><b>2 – 3 events:</b> Abate % = 50%</p> <p><b>4 or more events:</b> Abate % = 100%</p> <p>For the purposes of this abatement scale an "event" is any substantiated complaint in relation to a Transport and Escort task. Multiple complaints in relation to a single Transport and Escort task are considered one event.</p>
Frequency of calculation	Monthly
Data Verification Sources / methods	<p>Complaints Management system</p> <p>Department</p> <p>External Reports (such as the Australian Human Rights Commission or Commonwealth and Immigration Ombudsman)</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 4. Security

### *Performance Objective:*

To ensure that the Service Provider has taken all reasonable steps to prevent People in Detention from escaping from Immigration Detention, that risk assessments are complete, and that safety and security measures and systems are in place.

### 4.1 Escapes from the Facility

<b>Description</b>	
What is measured	The number of escapes from an Immigration Detention Facility or an Alternative Place of Detention.
Contract Requirement	<b>Section 2.2.4</b> (Security Services) and <b>Section 2.2.4A</b> (Christmas Island APOD Security Services)
Scope / application	This metric applies with respect to all People in Detention at each Facility.
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	<p><b>0 events:</b> Abate % = 0%</p> <p><b>1 event:</b> Abate % = 25%</p> <p><b>2 events:</b> Abate % = 50%</p> <p><b>3 or more events:</b> Abate % = 100%</p> <p>For the purposes of this performance scale an "event" is when a Person in Detention escapes from a Facility.</p>
Data Verification Sources / methods	<p>Incident Reports</p> <p>Department nominated information technology system</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly

Special Requirements	Not Applicable
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## 4.2 Security Risk Assessments

Description	
What is measured	That Security Risk Assessments for each Person in Detention are: <ul style="list-style-type: none"> <li>• completed;</li> <li>• reviewed; and</li> <li>• updated.</li> </ul>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This metric applies with respect to the Security Risk Assessments of all People in Detention.
Metric Weighting	5.00%
Measurement Methodology	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	$Abate \% = \left( \frac{Failed}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Failed</i> = Number of audited Security Risk Assessments <b>not</b> completed, updated or reviewed in accordance with <b>Schedule 2</b> (Statement of Work); and</li> <li>• <i>Total</i> = Total number of audited Security Risk Assessments.</li> </ul> <p>Note that for this metric, an audit of a sample of up to 100% of all Security Risk Assessments will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and turnover, of People in Detention at the Facility during the month.</p>

Data Verification Sources / methods	Department nominated information technology system Security Risk Assessments People in Detention Records Transport Operational Order
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

### 4.3 Safety and Security Systems and Processes

Description	
What is measured	The following criteria will be assessed: 1. Security systems are up-to-date, in good working order, and effective. 2. Processes are implemented and followed in relation to: (a) key control; (b) entry and egress management and security; (c) perimeter security; and (d) maintenance and testing of emergency systems. 3. Safety and security concerns and recommendation identified by previous audits have been addressed.
Contract Requirement	<b>Section 2.2.4</b> (Security Services) and <b>Section 2.2.4A</b> (Christmas Island APOD Security Services)
Scope / application	This measure applies to all Facilities.
Metric Weighting	5.00%
Measurement Methodology	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Quarterly



<p>Abatement Scale:</p>	<p><b>0 breaches:</b> Abate % = 0%</p> <p><b>1 breach:</b> Abate % = 25%</p> <p><b>2 breaches:</b> Abate % = 50%</p> <p><b>3 breaches:</b> Abate % = 100%</p> <p>For the purposes of this Abatement Scale, a breach occurs if the auditor identifies that any:</p> <ul style="list-style-type: none"> <li>• security system is not up-to-date, not in good working order, and not effective;</li> <li>• process is not implemented or followed in relation to: <ul style="list-style-type: none"> <li>○ key control;</li> <li>○ entry and egress management and security;</li> <li>○ perimeter security; or</li> <li>○ maintenance and testing of emergency systems.</li> </ul> </li> <li>• safety or security concern and recommendation identified by previous audits has not been addressed.</li> </ul>
<p>Data Verification Sources / methods</p>	<p>Incident Reporting – Systems Failure</p> <p>Department nominated information technology system</p> <p>Report from Third Party Assessor from a security or industry Expert.</p>
<p>Measurement responsibility</p>	<p>Joint Facility Audit Team with advice from the Department's Detention facilities management section.</p>
<p>Reporting frequency</p>	<p>Quarterly</p>

Special Requirements	The terms of reference, including applicable standards, will be documented in the Facility Security Services Plans (as submitted, approved and updated in accordance with <b>Section 2.2.4</b> (Security Services) and <b>Section 2.2.4A</b> (Christmas Island APOD Security Services)).
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## 5. Reception, Induction & Discharge

### *Performance Objective:*

To ensure Reception, Induction and Discharge processes are managed in a timely manner that promotes the well-being of People in Detention, their dignity, and maintains the safety of their belongings.

### 5.1 Reception, Induction and Discharge

<b>Description</b>	
What is measured	<p>Reception, Induction and Discharge processes for People in Detention conducted within the following timeframes:</p> <ul style="list-style-type: none"> <li>• Reception – process completed within 12 hours (<b>Approved Time</b>) of the Person in Detention arriving at the Facility;</li> <li>• Induction – process completed within 48 hours (<b>Approved Time</b>) of the Person in Detention arriving at the Facility; and</li> <li>• Discharge – process commenced within 30 minutes (<b>Approved Time</b>) of the Service Provider being advised by the Department of the Person in Detention's Release.</li> </ul>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This measure applies with respect to all People in Detention
Metric Weighting	5.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	<p><b>Reception:</b></p> <p>Time 1 = time Person in Detention arrives in the Facility</p> <p>Time 2 = time Reception process is completed</p> <p><b>Induction:</b></p> <p>Time 1 = time Person in Detention arrives in the Facility</p> <p>Time 2 = time Induction process is completed</p>

	<p><b>Discharge:</b></p> <p>Time 1 = time Department notifies the Service Provider of the Person in Detention's Release</p> <p>Time 2 = time the Service Provider commences the Discharge process</p>
Frequency of calculation	Monthly
Calculation	<p>The formula below is to be applied to each Reception, Induction and Discharge task.</p> <p>A breach occurs in relation to any Reception, Induction or Discharge task when:</p> <p><i>(Time 2 – Time 1) &gt; Approved Time</i></p>
Abatement Scale	<p><b>0 – 1 breaches:</b> Abate % = 0%</p> <p><b>2 – 3 breaches:</b> Abate % = 15%</p> <p><b>4 – 5 breaches:</b> Abate % = 50%</p> <p><b>6 or more breaches:</b> Abate % = 100%</p>
Data Verification Sources/methods	<p>Department nominated information technology system</p> <p>Reception and Induction Checklists</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 5.2 Property of People in Detention

Description	
What is measured	<p>Substantiated complaints from People in Detention where In-Trust Property (including goods, valuables and cash) is:</p> <ul style="list-style-type: none"> <li>• lost, stolen or damaged; or</li> <li>• not returned to the Person in Detention at the time of their Discharge.</li> </ul>

Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This measure applies with respect to all People in Detention
Metric Weighting	3.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale:	<p><b>0 events:</b> Abate % = 0%</p> <p><b>1 event:</b> Abate % = 25%</p> <p><b>2 – 3 events:</b> Abate % = 50%</p> <p><b>4 events:</b> Abate % = 75%</p> <p><b>5 or more events:</b> Abate % = 100%</p>
Data Verification Sources / methods	<p>Complaints Management System</p> <p>External Reports (such as the Australian Human Rights Commission or Commonwealth and Immigration Ombudsman)</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 6. Maintenance

### *Performance Objective:*

To ensure that Maintenance tasks are responded to in a timely manner, and assets and building conditions are maintained.

### 6.1 Timely response to Service defects

<b>Description</b>	
What is measured	The number of defects in the delivery of Maintenance services. Listed defects will include any: <ol style="list-style-type: none"> <li>a) safety breach or inadequate safety precautions, or failure to comply with statutory standards, guidelines and any applicable Occupational Health and Safety laws;</li> <li>b) unscheduled business interruption (as defined by the Business Continuity Plan);</li> <li>c) failure to rectify a power outage within the required time limits</li> </ol>
Contract Requirement	<b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services)
Scope / application	This measure applies to all Maintenance defects.
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	<b>0 – 4 defects:</b> Abate % = 0% <b>5 – 9 defects:</b> Abate % = 20% <b>10 – 15 defects:</b> Abate % = 60% <b>16 or more defects:</b> Abate % = 100%
Data Verification Sources / methods	Data may be sourced from: <ul style="list-style-type: none"> <li>• The Department;</li> </ul>

	<ul style="list-style-type: none"> <li>• Service Provider Facility manager’s maintenance defect report; and</li> <li>• Report from expert independent auditor.</li> </ul>
Measurement responsibility	Joint Facility Audit Team on advice from the Department’s Detention facilities management section.
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 6.2 Timely completion of Maintenance tasks

<b>Description</b>	
What is measured	Measures the timeliness of completion of Maintenance tasks.
Contract Requirement	<b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services)
Scope / application	This measure applies to all Maintenance tasks detailed within the Maintenance Management Plan and any Emergency and Breakdown Repair tasks for the relevant reporting period (Quarter).
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Quarterly
Abatement Scale	$Abate \% = \left( \frac{UT + 2 \times RT}{PT} \right) \times 100$ <p>Where</p> <ul style="list-style-type: none"> <li>• <i>PT</i> = number of Maintenance tasks to be conducted during the Quarter (including residual tasks not completed in previous Quarters and Emergency and Breakdown Repair tasks).</li> <li>• <i>UT</i> = number of Maintenance tasks not completed within: <ul style="list-style-type: none"> <li>○ the timeframes set out in the Maintenance</li> </ul> </li> </ul>

	<p style="text-align: center;">Management Plan; and</p> <ul style="list-style-type: none"> <li>○ the relevant Response Times.</li> <li>● <i>RT</i> = number of residual tasks from previous Quarters still uncompleted at the end of the Quarter.</li> </ul>
Data Verification Sources / methods	The Service Provider will submit a calculation and supporting data for this detailed Abatement Indicator Metric each Quarter.
Measurement responsibility	Joint Facility Audit Team using evidence provided by the Service Provider and with advice from the Department's Detention facilities management section..
Reporting frequency	Quarterly
Special Requirements	For this detailed Abatement Indicator Metric no Abatement will be applied where <i>Abate %</i> ≤ 10%.

### 6.3 Building Condition

Description	
What is measured	Measures the level to which the buildings are maintained as compared to the baseline Building Condition Index. Coverage will include electrical, hydraulic, mechanical, building, grounds and emergency systems.
Contract Requirement	<b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services)
Scope / application	This measure applies to all infrastructure which the Service Provider is responsible for maintaining at each Facility.
Metric Weighting	3.00%
Measurement Methodology	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Six monthly
Abatement Scale	<b>0% to less than -4% variance: Abate % = 0%</b>



	<p><b>-4% to less than -8% variance:</b> Abate % = 20%</p> <p><b>-8% to less than -12 % variance:</b> Abate % = 60%</p> <p><b>-12% or more variance:</b> Abate % = 100%</p> <p>For the purposes of this Abatement Scale, the variance is determined by comparing the current period Building Condition Index with the baseline Building Condition Index.</p>
Data Verification Sources / methods	<p>Building Condition Index inspection as reviewed against benchmark established during the Base Period.</p> <p>An Independent Third Party Assessor will undertake a six monthly review of the Building Condition Index at each Facility.</p>
Measurement responsibility	<p>Joint Facility Audit Team with advice from the Department's Detention facilities management section.</p>
Reporting frequency	<p>6 monthly</p>
Special Requirements	<p>Not Applicable</p>

## 7. Facility Presentation

### *Performance Objective:*

To ensure that the Facility is kept clean and well-organised and all non-routine cleaning is conducted in a timely manner.

### 7.1 Facility cleanliness

Description	
What is measured	The overall cleanliness of areas of the Facility, including: <ol style="list-style-type: none"> <li>1. kitchen, food preparation and catering areas;</li> <li>2. dining and self-catering areas;</li> <li>3. visitor areas;</li> <li>4. recreation areas;</li> <li>5. Accommodation areas;</li> <li>6. bathrooms and restrooms;</li> <li>7. activities areas and other common areas; and</li> <li>8. reception.</li> </ol>
Contract Requirement	<b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services)
Scope / application	This measure applies with respect to all areas within the Facility.
Metric Weighting	2.00%
Measurement Methodology	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	<p><b>0 – 3 breaches:</b> Abate % = 0%</p> <p><b>4 – 6 breaches:</b> Abate % = 25%</p> <p><b>7 – 9 breaches:</b> Abate % = 60%</p> <p><b>10 or more breaches:</b> Abate % = 100%</p> <p>For the purposes of this Abatement Scale, a breach occurs when any of the Facility areas is assessed by the Joint Facility Audit Team as not being of sufficient overall cleanliness.</p>

Data Verification Sources / methods	Observations made during unscheduled inspections of areas of the Facility. A minimum of one inspection per week will be conducted at the times specified by the Department.
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Joint Facility Audit Team to take digital photos of any areas where the Department Representative and the Service Provider representative do not agree on the overall cleanliness of a particular area.

## 8. Incident Reporting

### *Performance Objective:*

To ensure that Incidents are reported and managed within the relevant timeframes and, where applicable, timely post-incident review are conducted.

### 8.1 Incident Reporting

<b>Description</b>	
What is measured	<p>That all Incidents are reported within the following timeframes (Approved Times):</p> <ul style="list-style-type: none"> <li>• Critical Incidents: <ul style="list-style-type: none"> <li>○ verbally inform the Department immediately (&lt;30 minutes) the Service Provider becomes aware of the Incident; and</li> <li>○ written report within 4 hours of the Department being verbally informed of the Incident;</li> </ul> </li> <li>• Major Incidents: <ul style="list-style-type: none"> <li>○ verbally inform the Department immediately (&lt;1 hours) the Service Provider becomes aware of the Incident; and</li> <li>○ written report within 6 hours of the Department being verbally informed of the Incident, or before the end of the shift in which the Incident occurs; and</li> </ul> </li> <li>• Minor Incidents – written report within 24 hours of the Service Provider becoming aware of the Incident.</li> </ul>
Contract Requirement	<b>Section 2.2.3</b> (Business Services)
Scope / application	This measure applies with respect to all Incidents.
Metric Weighting	5.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	<p>Critical Incident:</p> <ul style="list-style-type: none"> <li>• Time 1 = time Service Provider becomes aware of the Incident</li> </ul>

	<ul style="list-style-type: none"> <li>• Time 2 = time Service Provider verbally notifies the Department of the Incident</li> <li>• Time 3 = time Service Provider provides the Department with a written Incident Report</li> </ul> <p>Major Incident:</p> <ul style="list-style-type: none"> <li>• Time 1 = time Service Provider becomes aware of the Incident</li> <li>• Time 2 = time Service Provider verbally notifies the Department of the Incident</li> <li>• Time 3 = time Service Provider provides the Department with a written Incident Report</li> </ul> <p>Minor Incident:</p> <ul style="list-style-type: none"> <li>• Time 1 = time Service Provider becomes aware of the Incident</li> <li>• Time 3 = time Service Provider provides the Department with a written Incident Report</li> </ul>
Frequency of calculation	Monthly
Calculation	<p>A breach occurs when:</p> <p><i>(Time 2 – Time 1) &gt; Approved Time</i> or <i>(Time 3 – Time 1) &gt; Approved Time</i></p>
Abatement Scale	<p><b>0 – 1 breaches:</b> Abate % = 0%</p> <p><b>2 – 3 breach:</b> Abate % = 25%</p> <p><b>4 – 5 breaches:</b> Abate % = 60%</p> <p><b>6 or more breaches:</b> Abate % = 100%</p> <p>Note that for this metric, an audit of a sample of up to 100% of Incidents will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and type, of Incidents during the month.</p>
Data Verification Sources / methods	<p>Incident Reports</p> <p>Department nominated information technology system</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly

Special Requirements	Not Applicable
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## 8.2 Incident Management

Description	
What is measured	That the Incident Management Protocol is followed for each Incident.
Contract Requirement	<b>Section 2.2.3</b> (Business Services)
Scope / application	This measure applies with respect to all Incidents
Metric Weighting	3.00%
Measurement Methodology	
Measurement / monitoring points	Not applicable
Frequency of calculation	Monthly
Abatement Scale	$Abate \% = \left( \frac{Failed}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Failed</i> = Number of Incidents not managed in accordance with the Incident Management Protocol; and</li> <li>• <i>Total</i> = Total number of Incidents during the period.</li> </ul> <p>Note that for this metric, an audit of a sample of up to 100% of Incidents will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and type, of Incidents during the month.</p>
Data Verification Sources / methods	Incident Reports  Department nominated information technology system
Measurement responsibility	Joint Facility Audit Team

Reporting frequency	Monthly
Special Requirements	Not Applicable

### 8.3 Post Incident Review

Description	
What is measured	Measures the percentage of Post Incident Reviews that have been completed within seven days ( <b>Approved Time</b> ).
Contract Requirement	<b>Section 2.2.3</b> (Business Services)
Scope / application	This measure applies to all Incidents that are subject to a Post Incident Review.
Metric Weighting	2.00%
Measurement Methodology	
Measurement / monitoring points	Time 1 = time Service Provider is informed by the Department to undertake the Post Incident Review  Time 2 = time Service Provider provides the Department with a written Incident Report.
Frequency of calculation	Monthly
Calculation	A breach occurs when:  $(Time\ 2 - Time\ 1) > Approved\ Time$
Abatement Scale	$Abate\ \% = \left( \frac{Breaches}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Breaches</i> = Number of Post Incident Reviews not completed within 7 days; and</li> <li>• <i>Total</i> = total number of Post Incident Reviews required to be conducted in the month.</li> </ul> <p>Note that for this metric:</p> <ul style="list-style-type: none"> <li>• all Post Incident Reviews from Critical Incidents</li> </ul>

	<p>will be measured; and</p> <ul style="list-style-type: none"> <li>an audit of a sample of up to 100% of Post Incident Reviews from Major Incidents will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and type, of Incidents during the month.</li> </ul>
Data Verification Sources / methods	<p>Incident Reports</p> <p>Department nominated information technology system</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	For this detailed Abatement Indicator Metric no Abatement will be applied where $Abate \% \leq 5\%$ .

#### 8.4 Implementation of Recommendations from Post Incident Review

Description	
What is measured	Measures the percentage of recommendations arising from Post Incident Reviews that have been implemented within the timeframes agreed by the Weekly Departmental Review ( <b>Approved Time</b> ).
Contract Requirement	<b>Section 2.2.3</b> (Business Services)
Scope / application	This measure applies to all recommendations arising from Post Incident Reviews.
Metric Weighting	3.00%
Measurement Methodology	
Measurement / monitoring points	<p>Time 1 = time Service Provider is informed by the Weekly Department Review to implement the recommendations arising from Post Incident Reviews</p> <p>Time 2 = time Service Provider successfully implements the recommendations arising from Post Incident Reviews as assessed by the Joint Facility Audit Team</p>



Frequency of calculation	Monthly
Calculation	A breach occurs when:  $(Time\ 2 - Time\ 1) > Approved\ Time$
Abatement Scale	$Abate\ \% = \left( \frac{Breaches}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Breaches</i> = Number of recommendations arising from Post Incident Reviews not completed within the Approved Time; and</li> <li>• <i>Total</i> = total number of recommendations arising from Post Incident Reviews required to be implemented in the month.</li> </ul>
Data Verification Sources / methods	<p>Incident Reports</p> <p>Department nominated information technology system</p> <p>Minutes from Weekly Departmental Review meeting</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 9. Interaction & Well-Being

### *Performance Objective:*

To ensure that the Service Provider is responsive to the individual needs, well-being and rights of People in Detention, and that those interactions are conducted in a fair and reasonable manner. This includes ensuring that People in Detention have access to visitors, that all Records in relation to each individual are up-to-date and that each Person in Detention’s Individual Management Plan is being actioned.

### 9.1 Feedback from People in Detention

<b>Description</b>	
What is measured	Feedback from People in Detention via an Exit Survey to assess and measure the performance of the Service Provider. The terms of reference of the survey will be negotiated with the Service Provider, but it may include questions surrounding the following: <ol style="list-style-type: none"> <li>1. People in Detention have access to Service Provider Personnel;</li> <li>2. People in Detention have access to interpreters;</li> <li>3. People in Detention have been provided information on their rights and responsibilities during the Induction process;</li> <li>4. People in Detention have access to Programs and Activities;</li> <li>5. People in Detention have access to visitors, legal representatives and other organisations; and</li> <li>6. the Service Provider is responsive to complaints, requests and feedback.</li> </ol>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This metric applies to feedback from all People in Detention residing in each Facility at the time the survey is conducted.
Metric Weighting	3.50%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly

Abatement Scale	<p><b>5 – 6 passes:</b> Abate % = 0%</p> <p><b>4 passes:</b> Abate % = 20%</p> <p><b>3 passes:</b> Abate % = 40%</p> <p><b>2 passes:</b> Abate % = 60%</p> <p><b>1 or less passes:</b> Abate % = 100%</p> <p>For the purposes of this abatement scale, a pass is awarded in relation to each of the six criteria listed above, if more than 60% of the survey population is positive towards the criterion.</p>
Data Verification Sources / methods	<p>Results of monthly survey of People in Detention.</p> <p>Hard copies of all surveys to be stored by the Service Provider.</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	People in Detention participation in the survey process should be encouraged, however participation is voluntary.

## 9.2 Visitor Access

Description	
What is measured	<p>That authorised visitors are able to access the Facility during standard visiting hours of:</p> <ul style="list-style-type: none"> <li>• at least six hours per day; and</li> <li>• between 6pm-8pm each day (local time at each Facility)</li> </ul>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This measure applies with respect to all Facilities.
Metric Weighting	2.00%
Measurement Methodology	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly

Abatement Scale	<p><b>0 – 1 breach:</b> Abate % = 0%</p> <p><b>2 breaches:</b> Abate % = 20%</p> <p><b>3 – 5 breaches:</b> Abate % = 60%</p> <p><b>6 or more breaches:</b> Abate % = 100%</p> <p>For the purpose of this abatement scale, a breach occurs if, at any time, the Facility is not open during standard visiting hours.</p> <p>Multiple breaches of this metric are possible over the month and each day.</p>
Data Verification Sources / methods	<p>Any reports, logs or written observations made by any of the following during the month:</p> <ul style="list-style-type: none"> <li>• Joint Facility Audit Team;</li> <li>• The Department;</li> <li>• The Service Provider.</li> </ul>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

### 9.3 Fair and Reasonable Dealings

Description	
What is measured	<p>Measures the number of times that the behaviour of Service Provider Personnel is found to breach:</p> <ol style="list-style-type: none"> <li>1. the human rights of People in Detention</li> <li>2. the privacy of People in Detention;</li> <li>3. the confidentiality of People in Detention;</li> <li>4. the Code of Conduct.</li> </ol>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services) and <b>Section 2.2.3</b> (Business Services)
Scope / application	This metric applies to all Service Provider Personnel at each Facility.

Metric Weighting	5.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	<p><b>0 breaches:</b> Abate % = 0%</p> <p><b>1 breach:</b> Abate % = 10%</p> <p><b>2 breaches:</b> Abate % = 25%</p> <p><b>3 breaches:</b> Abate % = 50%</p> <p><b>4 or more breaches:</b> Abate % = 100%</p> <p>For the purpose of this abatement scale, a breach occurs if any of the four criteria set out above are not satisfied at any time. Multiple breaches of a single criterion are possible.</p>
Data Verification Sources / methods	<p>Complaints Management System</p> <p>Internal Service Provider HR systems</p> <p>Department nominated information technology system</p> <p>External Reports (such as the Australian Human Rights Commission or Commonwealth and Immigration Ombudsman)</p>
Measurement responsibility	<p>Joint Facility Audit Team</p> <p>Service Provider review and report on internal HR systems.</p>
Reporting frequency	Monthly
Special Requirements	Not Applicable

#### 9.4 Creating Individual Management Plans

<b>Description</b>	
What is measured	Individual Management Plans are created for each Person in Detention within five days ( <b>Approved Time</b> ) of the Person in Detention arriving at the Facility.
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This measure applies with respect all People in Detention
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Time 1 = time Person in Detention arrives at the Facility Time 2 = time Individual Management Plan is completed
Frequency of calculation	Monthly
Calculation	A breach occurs when: <i>(Time 2 – Time 1) &gt; Approved Time</i>
Abatement Scale	<b>0 – 2 breaches:</b> Abate % = 0% <b>3 – 4 breaches:</b> Abate % = 25% <b>5 – 6 breaches:</b> Abate % = 50% <b>7 or more breaches:</b> Abate % = 100%
Data Verification Sources / methods	Individual Management Plans Department nominated information technology systems
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 9.5 Updating Individual Management Plans

<b>Description</b>	
What is measured	Individual Management Plans are updated, in the Department nominated information technology system with any new information relating to well-being of the Person in Detention within 24 hours following the weekly Department review ( <b>Approved Time</b> ).
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This measure applies with respect to the Individual Management Plans of all People in Detention
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Time 1 = time weekly review of Individual Management Plans completed  Time 2 = time Individual Management Plan is updated in Department nominated information technology system
Frequency of calculation	Monthly
Calculation	A breach occurs when:  <i>(Time 2 – Time 1) &gt; Approved Time</i>
Abatement Scale	<b>0 – 2 breaches:</b> Abate % = 0%  <b>3 – 4 breaches:</b> Abate % = 25%  <b>5 – 6 breaches:</b> Abate % = 50%  <b>7 or more breaches:</b> Abate % = 100%
Data Verification Sources / methods	Individual Management Plans  Department nominated information technology system
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 9.6 Implementing Individual Management Plans

<b>Description</b>	
What is measured	Failure to implement and action the requirements of each Individual Management Plan, including as updated at the weekly review.
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This measure applies with respect to the Individual Management Plans of all People in Detention
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	$Abate \% = \left( \frac{Failed}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Failed</i> = Number of audited Individual Management Plans where requirements are <b>not</b> implemented and actioned by the Service Provider; and</li> <li>• <i>Total</i> = Total number of Individual Management Plans audited during the period.</li> </ul> <p>Note that for this metric, an audit of a sample of up to 100% of Individual Management Plans will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and turnover, of People in Detention at the Facility during the month.</p>
Data Verification Sources / methods	Individual Management Plans Department nominated information technology system
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable





## 10. Complaints

### *Performance Objective:*

To ensure that complaints from People in Detention are responded to in a timely and conclusive manner, and that the Complaints Management System is operating efficiently and effectively.

### 10.1 Timely Response to Complaints

<b>Description</b>	
What is measured	That the complainant has been provided with: <ul style="list-style-type: none"> <li>• a written acknowledgement of receipt of the complaint, request or feedback within 24 hours of receipt of the complaint if the matter cannot be resolved within that timeframe (<b>Approved Time</b>); and</li> <li>• an update to a complaint every 14 days following receipt of the complaint (<b>Approved Time</b>).</li> </ul>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This metric applies to all complaints from all People in Detention at each Facility
Metric Weighting	5.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Time 1 = time complaint is provided to Service Provider Personnel  Time 2 = time written acknowledgement is provided to the Person in Detention  Time 3 = time each update to complaint is provided to the Person in Detention
Frequency of calculation	Monthly

Calculation	Note that this calculation is undertaken separately for both receipt of complaints, and updates to complaints.  A breach occurs when:  $(Time\ 2 - Time\ 1) > Approved\ Time$ or $(Time\ 3 - Time\ 1) > Approved\ Time$
Abatement Scale	$Abate\ \% = \left(\frac{Breaches}{Total}\right) \times 100$  Where:  <ul style="list-style-type: none"> <li><math>Total</math> = the total number of complaints received during the month.</li> </ul>
Data Verification Sources / methods	Complaints Management System
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	For this detailed Abatement Indicator Metric no Abatement will be applied where $Abate\ \% \leq 5\%$ .

## 10.2 Complaints management system

Description	
What is measured	The completeness of the Service Provider's Complaints Management System, including that the system in place records: <ul style="list-style-type: none"> <li>the date of receipt of the complaint, request or feedback;</li> <li>the nature of the complaint, request or feedback;</li> <li>the name of the Service Provider Personnel responsible for responding to the complaint, request or feedback;</li> <li>any action arising from the investigation of the complaint, request or feedback;</li> </ul>

	<ul style="list-style-type: none"> <li>• that written acknowledgement to the complainant of receipt of the complaint has been provided in accordance with the timeframes;</li> <li>• that an update is provided to the complainant every 14 days following receipt of the complaint, if the complaint was unable to be resolved within 7 days, and</li> <li>• that the Service Provider has notified the Department of any complaint received about the conduct of the Service Provider Personnel or Department Personnel in accordance with the timeframes.</li> </ul>
Contract Requirement	<b>Section 2.2.1</b> (People in Detention Services)
Scope / application	This metric applies to the Complaints Management System and all complaints recorded within the Complaints Management System.
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	$Abate \% = \left( \frac{Failed}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Failed</i> = Number of audited Complaints where the requirements above for the Complaints Management System are not in place; and</li> <li>• <i>Total</i> = Total number of Complaints audited during the period.</li> </ul> <p>Note that for this metric, an audit of a sample of up to 100% of Complaints will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number Complaints during the month.</p>
Data Verification Sources / methods	<p>Complaints Management System</p> <p>Department nominated information technology system</p>

Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 11. Information Sharing

### *Performance Objective:*

To ensure the accurate and timely entry and completion of required data, as well as the timely provision of reports to the Department.

### 11.1 Timely Data Entry

<b>Description</b>	
What is measured	<p>That the Service Provider is updating the Department nominated information technology system with data regarding each Person in Detention, including:</p> <ul style="list-style-type: none"> <li>• arrivals;</li> <li>• Discharges;</li> <li>• Incident Reports;</li> <li>• health and well-being comments;</li> <li>• movements external to the Facility (for example, Transport and Escort tasks) and</li> <li>• room allocation,</li> </ul> <p>within one hour of the event (arrival, departure, Transport or Escort tasks, Incident Reports, changes in health and well-being, initial or change in room allocation) occurring (<b>Approved Time</b>).</p>
Contract Requirement	<b>Section 2.2.3</b> (Business Services)
Scope / application	Applies to all Records required to be included and updated in the Department nominated information technology system
Metric Weighting	3.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	<p>Time 1 = time event (arrival, departure, Transport or Escort tasks, Incident Reports, changes in health and well-being, initial or change in room allocation) occurs</p> <p>Time 2 = time event is recorded in the Department</p>

	nominated information technology system
Frequency of calculation	Monthly
Calculation	A breach occurs when: <i>(Time 2 – Time 1) &gt; Approved Time</i>
Abatement Scale	<b>0 – 1 breach:</b> Abate % = 0% <b>2 – 5 breaches:</b> Abate % = 20% <b>6 – 9 breaches:</b> Abate % = 50% <b>10 or more breaches:</b> Abate % = 50%
Data Verification Sources / methods	Department nominated information technology system
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	Not Applicable

## 11.2 Accuracy of People in Detention Records, Operational Logs and Registers

<b>Description</b>	
What is measured	That People in Detention Records, operational logs and registers are complete and accurate.
Contract Requirement	<b>Schedule 2</b> (Statement of Work)
Scope / application	This measure applies with respect to all: <ul style="list-style-type: none"> <li>• People in Detention Records;</li> <li>• operational logs;</li> <li>• operational registers; and</li> <li>• Incident Reports.</li> </ul>
Metric Weighting	2.00%
<b>Measurement Methodology</b>	

Measurement / monitoring points	Not Applicable
Frequency of calculation	Monthly
Abatement Scale	$Abate \% = \left( \frac{Failed}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Failed</i> = Number of audited Records, logs and registers that are not complete and accurate; and</li> <li>• <i>Total</i> = Total number of Records, logs and registers audited during the period.</li> </ul> <p>Note that for this metric, an audit of a sample of up to 100% of Records, logs and registers will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and turnover, of People in Detention.</p>
Data Verification Sources / methods	<p>Department nominated information technology system</p> <p>People in Detention Records</p> <p>Operational Logs</p> <p>Operational Registers</p>
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	For this detailed Abatement Indicator Metric no Abatement will be applied where $Abate \% \leq 3\%$ .

### 11.3 Transfer of People in Detention Records

Description	
What is measured	That hard copies of People in Detention Records are transferred to the Department or another service provider within the Detention Services Network (as directed by the Department) within 24 hours after a Person in Detention is Removed or Released.
Contract Requirement	<b>Section 2.2.3</b> (Business Services)



Scope / application	This measure applies with respect to all: <ul style="list-style-type: none"> <li>• People in Detention Records; and</li> <li>• Incident reports.</li> </ul>
Metric Weighting	2.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Time 1 = time Person in Detention is Removed or Released  Time 2 = time hard copy of relevant People in Detention Record is provided to the Department or other service provider
Frequency of calculation	Monthly
Calculation	A breach occurs when:  <i>(Time 2 – Time 1) &gt; Approved Time</i>
Abatement Scale	$Abate \% = \left( \frac{Breaches}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Breaches</i> = Number of audited People in Detention Records not transferred within the Approved Time; and</li> <li>• <i>Total</i> = Total number of Transferred People in Detention Records audited during the period.</li> </ul> <p>Note that for this metric, an audit of a sample of up to 100% of People in Detention Records will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and turnover, of People in Detention.</p>
Data Verification Sources / methods	Department nominated information technology system  People in Detention Records
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	For this detailed Abatement Indicator Metric no Abatement

	will be applied where <i>Abate</i> % $\leq$ 3% .
--	--

## 12. Issues Management

### *Performance Objective:*

To ensure timely management and resolution of issues identified at the Weekly Department Review, including responses to requests from Stakeholders, that are allocated to the Service Provider.

### 12.1 Timely resolution of Issues

<b>Description</b>	
What is measured	That the Service Provider has responded to and resolved all issues that are allocated to the Service Provider for action, within the timeframe agreed at the Weekly Department Review ( <b>Approved Time</b> )
Contract Requirement	<b>Schedule 4.2</b> (Governance Requirements)
Scope / application	This measure applies with respect to all issues allocated for Service Provider action at the Weekly Department Review
Metric Weighting	3.00%
<b>Measurement Methodology</b>	
Measurement / monitoring points	Time 1 = time of end of Weekly Department Review at which an issue is allocated to the Service Provider for action  Time 2 = time Service Provider completes required action
Frequency of calculation	Monthly
Calculation	A breach occurs when:  $(Time\ 2 - Time\ 1) > Approved\ Time$
Abatement Scale	$Abate\ \% = \left( \frac{Breaches}{Total} \right) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <i>Breaches</i> = Number of audited issues allocated to the Service Provider not responded to or resolved within the Approved Time; and</li> <li>• <i>Total</i> = Total number of issues allocated to the Service Provider that are audited during the period.</li> </ul>

	Note that for this metric, an audit of a sample of up to 100% of issues allocated to the Service Provider will be undertaken. The sample parameters will be agreed monthly by the Joint Facility Audit Team following consideration of the number, and type, of issues.
Data Verification Sources / methods	Minutes of the Weekly Department Review meeting.
Measurement responsibility	Joint Facility Audit Team
Reporting frequency	Monthly
Special Requirements	For this detailed Abatement Indicator Metric no Abatement will be applied where <i>Abate</i> % $\leq$ 10% .

**Centre**  
Villawood  
**Detention Services Fee** \$1,000,000  
**Total Metrics Measured** 30  
**Significant Failure Activated?** No  
**Continuous Failure Activated?** No

Month 1								
Abatement Failure Measure	Measurement	Consecutive Failures	Weighting	Abate %	SA	SF	CF	CMF
Availability of Programs, Activities & Centre Amenities	6 breaches	1	4%	50.00%	\$20,000	\$0	\$0	\$0
Reception Induction & Discharge	2 breaches	1	5%	15.00%	\$7,500	\$0	\$0	\$0
Centre Cleanliness	N/A	1	2%	10.40%	\$2,080	\$0	\$0	\$0
Timely Response to Complaints	N/A	1	5%	5.80%	\$2,900	\$0	\$0	\$0
						\$0	\$0	\$0
						\$0	\$0	\$0
						\$0	\$0	\$0
						\$0	\$0	\$0
						\$0	\$0	\$0
						\$0	\$0	\$0
						\$0	\$0	\$0
<b>MAXIMUM ABATEMENT</b>					<b>\$50,000</b>	<b>\$66,500</b>	<b>N/A</b>	<b>N/A</b>
<b>TOTAL</b>					<b>\$32,480</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>ABATEMENT APPLIED</b>					<b>\$32,480</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL ABATEMENT</b>					<b>\$32,480</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PERCENTAGE ABATEMENT TO DETENTION SERVICES FEE</b>								<b>\$32,480</b>
								<b>3.25%</b>

Centre  
 Detention Services Fee \$1,000,000  
 Total Metrics Measured 30  
 Significant Failure Activated?  
 Continuous Failure Activated?

Villawood

Yes  
 No

Month 2									
Abatement Failure Measure	Measurement	Consecutive Failures	Weighting	Abate %	SA	SF	CF	CMF	
Responsiveness to Consultative Committee	1 breach	1	4%	10.00%	\$4,000	\$5,320	\$0	\$0	\$0
Availability of Programs, Activities & Centre Amenities	6 breaches	2	4%	50.00%	\$20,000	\$26,600	\$0	\$0	\$0
Timely Response to Service Defects	5 defects	1	2%	20.00%	\$4,000	\$5,320	\$0	\$0	\$0
Incident Reporting	2 breaches	1	5%	25.00%	\$12,500	\$16,625	\$0	\$0	\$0
Post Incident Review	N/A	1	2%	8.00%	\$1,600	\$2,128	\$0	\$0	\$0
Feedback from People in Detention	4 passes	1	3%	20.00%	\$6,000	\$7,980	\$0	\$0	\$0
Creating Individual Management Plans	3 breaches	1	2%	25.00%	\$5,000	\$6,650	\$0	\$0	\$0
Updating Individual Management Plans	4 breaches	1	2%	25.00%	\$5,000	\$6,650	\$0	\$0	\$0
Implementing Individual Management Plans	N/A	1	2%	2.00%	\$400	\$532	\$0	\$0	\$0
Accuracy of PID Records, Operational Logs and Registers	N/A	1	2%	3.50%	\$700	\$931	\$0	\$0	\$0
<b>MAXIMUM ABATEMENT</b>					\$50,000	\$66,500	N/A	N/A	
<b>TOTAL</b>					\$59,200	\$78,736	\$0	\$0	\$0
<b>ABATEMENT APPLIED</b>					\$0	\$66,500	\$0	\$0	\$0
<b>TOTAL ABATEMENT</b>									
<b>PERCENTAGE ABATEMENT TO DETENTION SERVICES FEE</b>									
					\$66,500 6.65%				

Centre  
Villawood  
Detention Services Fee \$1,000,000  
Total Metrics Measured 30

Significant Failure Activated?  
Continuous Failure Activated?

Yes  
No

Month 3									
Abatement Failure Measure	Measurement	Consecutive Failures	Weighting	Abate %	SA	SF	CF	CMF	
Responsiveness to Consultative Committee Availability of Programs, Activities & Centre Amenities	1 breach	2	4%	10.00%	\$4,000	\$5,320	\$0	\$0	
Reception Induction & Discharge Centre Cleanliness	6 breaches	3	4%	50.00%	\$20,000	\$26,600	\$0	\$60,000	
Post Incident Review	2 breaches	1	5%	15.00%	\$7,500	\$9,975	\$0	\$0	
Feedback from People in Detention	N/A	1	2%	10.40%	\$2,080	\$2,766	\$0	\$0	
Creating Individual Management Plans	N/A	2	2%	8.00%	\$1,600	\$2,128	\$0	\$0	
Implementing Individual Management Plans	4 passes	2	3.5%	20.00%	\$7,000	\$9,310	\$0	\$0	
Timely Response to Complaints	3 breaches	2	2%	25.00%	\$5,000	\$6,650	\$0	\$0	
Accuracy of PID Records, Operational Logs and Registers	N/A	2	2%	2.00%	\$400	\$532	\$0	\$0	
	N/A	1	5%	6.00%	\$3,000	\$3,990	\$0	\$0	
	N/A	2	2%	3.50%	\$700	\$931	\$0	\$0	
<b>MAXIMUM ABATEMENT</b>					\$50,000	\$66,500	N/A	N/A	
<b>TOTAL</b>					\$51,280	\$68,202	\$0	\$60,000	
<b>ABATEMENT APPLIED</b>					\$0	\$66,500	\$0	\$60,000	
<b>TOTAL ABATEMENT</b>								\$126,500	
<b>PERCENTAGE ABATEMENT TO DETENTION SERVICES FEE</b>								12.65%	

Immigration Detention Centre Contract  
Annexure B - Example Abatement Calculation

Centre  
Villawood  
Detention Services Fee \$1,000,000  
Total Metrics Measured 30  
Significant Failure Activated? Yes  
Continuous Failure Activated? Yes  
Multiplier Factor for Continuous Failure 2

Month 4									
Abatement Failure Measure	Measurement	Consecutive Failures	Weighting	Abate %	SA	SF	CF	CMF	
Responsiveness to Consultative Committee	1 breach	3	4%	10.00%	\$4,000	\$5,320	\$6,640	\$12,000	
Availability of Programs, Activities & Centre Amenities	6 breaches	4	4%	50.00%	\$20,000	\$26,600	\$33,200	\$60,000	
Timely Response to Service Defects	5 defects	1	2%	20.00%	\$4,000	\$5,320	\$6,640	\$0	
Incident Reporting	2 breaches	1	5%	25.00%	\$12,500	\$16,625	\$20,750	\$0	
Post Incident Review	N/A	3	2%	8.00%	\$1,600	\$2,128	\$2,656	\$4,800	
Feedback from People in Detention	4 passes	3	3.5%	20.00%	\$7,000	\$9,310	\$11,620	\$21,000	
Creating Individual Management Plans	3 breaches	3	2%	25.00%	\$5,000	\$6,650	\$8,300	\$15,000	
Updating Individual Management Plans	4 breaches	1	2%	25.00%	\$5,000	\$6,650	\$8,300	\$0	
Implementing Individual Management Plans	N/A	3	2%	2.00%	\$400	\$532	\$664	\$1,200	
Accuracy of PID Records, Operational Logs and Registers	N/A	3	2%	3.50%	\$700	\$931	\$1,162	\$2,100	
<b>MAXIMUM ABATEMENT</b>					\$50,000	\$66,500	N/A	N/A	
<b>TOTAL</b>					\$60,200	\$80,066	\$99,932	\$116,100	
<b>ABATEMENT APPLIED</b>					\$0	\$66,500	\$99,932	\$116,100	
<b>TOTAL ABATEMENT</b>								\$282,532	
<b>PERCENTAGE ABATEMENT TO DETENTION SERVICES FEE</b>								28.25%	





**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**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**

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**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.



**Australian Government**  

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 5  
DETENTION SERVICES FEE**

## 1 Pricing Model Summary

The amount payable by the Department to the Service Provider for the provision of Detention Services at each Facility consists of a number of components as set out in the following sections (**Detention Services Fee**). These components include:

- a) Fees for delivery of the Services as set out **Schedule 2** (Statement of Work) and any other services described in the Contract;
- b) Pass Through Costs (see **clause 6**);
- c) agreed rates for additional labour required to provide Additional Services;
- d) costs associated with varying the status of a Facility; and
- e) National Corporate Overheads Fee (see **clause 14.1**).

1.1 In addition, the Department will make payments to the Service Provider for Transition In and Transition Out of the Contract (see **clause 15**).

1.2 Payments to the Service Provider for the delivery of the Services will be calculated using four payment mechanisms. Details of these payment mechanisms are further outlined in **clause 2**, and include:

- a) fully fixed;
- b) fully variable;
- c) fixed and variable;
- d) Zero Mark-up Pass Through Costs; and
- e) Cost Plus Pass Through Costs.

1.3 Calculation of prices for Additional Services required in accordance with **clause 34** of the Contract are outlined in **clause 12**).

## 2 Pricing Mechanisms

2.1 **Annexure A** (Pricing Tables) sets out a fee for the delivery of all the Service Task requirements set out in **Schedule 2** (Statement of Work). The fee payable for the delivery of a Service Task comprises:

- a) a daily rate (other than the following fees which are on a different: Fixed Transition Fee; the annual Insurance Premium), comprising both fixed and/or variable rates; and
- b) those components of each Service Task that are explicitly identified (in this **Schedule 5** (Detention Services Fee) or **Schedule 2** (Statement of Work)) as being subject to a Pass Through Cost.

### 3 Fixed Component

- 3.1 Where a fixed component is required for the fee calculation of a Service Task, payment will be determined using the following formula:

$$\text{Payment} = F_B$$

where:

- F = fixed payment per day, within a capacity band; and  
B = capacity band.

- 3.2 Subject to **clause 25**, the fixed fee payable will correspond to the fee for the relevant capacity band as set out in **Annexure A** (Pricing Tables) (excluding Transport and Escort Services).
- 3.3 The relevant capacity band is determined daily by the midnight census of People in Detention (in respect of the previous day) at each Facility.

### 4 Variable Component

- 4.1 Where a variable component is required for the fee calculation of a Service Task, each Service Task payment will be determined using the following formula:

$$\text{Payment} = R_B \times U$$

where:

- R = per unit rate for usage;  
U = usage component; and  
B = capacity band.

- 4.2 The Variable Component fee (excluding Transport and Escort fees) is based on the Facility capacity utilised (to determine the capacity band applied) and the actual usage of the service during the reporting period.
- 4.3 The usage component is the total number of People in Detention at the Facility, determined daily by the midnight census of People in Detention (in respect of the previous day) at each Facility.

### 5 Fixed and Variable

- 5.1 Where a fixed and variable component is required for the fee calculation of a Service Task, each Service Task payment will be determined using the following formula:

$$\text{Payment} = F_B + [R_B \times U]$$

where:

- F = fixed payment per day, within a capacity band;  
R = per unit rate for usage;  
U = usage component; and  
B = capacity band.



## 6 Pass Through Costs

6.1 There are two Pass Through Costs payment mechanisms:

- a) Cost Plus; and
- b) Zero Mark-Up.

6.2 *Cost Plus*

Where a Pass Through Cost has been identified in this **Schedule 5** (Detention Services Fee) or **Schedule 2** (Statement of Work) as a Cost Plus Pass Through Cost, the Pass Through Cost charged to the Department will be:

$$\text{Payment} = C \times [1 + M]$$

where:

- C = service cost, as incurred by the Service Provider; and  
M = mark-up, applied by Service Provider.

6.3 The mark-ups applicable are set out in **Annexure A** (Pricing Tables) to this **Schedule 5** (Detention Services Fee).

6.4 The service cost will be the actual cost as evidenced by receipts or invoices.

6.5 *Zero Mark-up*

Where a Pass Through Cost has been identified in this **Schedule 5** (Detention Services Fee) or **Schedule 2** (Statement of Work) as a Zero Mark Up Pass Through Cost, the Pass Through Cost charged to the Department will be:

$$\text{Payment} = C$$

where:

- C = service cost, as incurred by the Service Provider.

6.6 The service cost will be the actual cost as evidenced by receipts or invoices.

## 7 Facility Capacity Bandings

7.1 The capacity bands are based upon the maximum capacity for each Facility as outlined in **Annexure A** (Pricing Tables). This number consists of both the nominal and surge capacity for each Facility.

7.2 The capacity bands for each Facility are:

- a) Contingency (for Facilities Management and Support Services only)
- b) Hot Contingency;
- c) >0 - 10% capacity;
- d) >10 - 25% capacity;
- e) >25 - 50% capacity;
- f) >50 - 75% capacity; and
- g) >75 - 100% capacity.

- 7.3 For instances where the Facility operates above the defined capacity for short periods of time, the >75 - 100% band will apply. In instances where the Facilities are to be upgraded with their capacities changed, the Department may ask the Service Provider to submit a Scope Change Proposal in accordance with the Contract.

## **8 Contingency Facilities**

- 8.1 Contingency fees payable when a Facility has a Contingency status (as defined in **Schedule 2.3** (Contingency Requirements)) are set out in **Annexure A** (Pricing Tables).
- 8.2 Costs associated with ramping up from Contingency status to the delivery of Basic Services and ramping down to Contingency status may be treated as Cost Plus Pass Through Costs (see **clause 6**).

## **9 Hot Contingency Facilities**

- 9.1 Hot Contingency Facilities are defined in **Schedule 2.3** (Contingency Requirements).
- 9.2 For the period when there are no People in Detention at a Facility, the Facility will be priced at the Hot Contingency band. Once People in Detention arrive at the Facility, the Service Provider will be paid the fee for the Service Tasks provided, at the relevant capacity band (refer **Annexure A** (Pricing Tables)).

## **10 Facility Specific Pricing Requirements**

### *10.1 Service Lines*

With the exception of the relevant Pass-Through Costs identified in this **Schedule 5** (Detention Services Fee) and **Schedule 2** (Statement of Work), and Transport and Escort Services, the Services will be paid for by the Department against each Service Line:

- a) People in Detention Services;
- b) Facilities Management;
- c) Business Services; and
- d) Security Services.

- 10.2 The Pricing Mechanisms available for these Service Lines are Fixed, and Fixed and Variable (see **clause 2**).

## **11 Transport and Escort Service Line**

### *11.1 States that have a Facility*

- a) The service fee payable by the Department to the Service Provider for Transport services to and from each Facility comprises both a fixed and variable rate. The fixed rate is designed to capture all fixed costs associated with providing the required transportation to People in Detention, including fleet costs. The variable rate is a function of distance travelled (kilometres) per vehicle and will include the round trip back to the vehicle's commencement point. The fees applicable to Transport and Escort Services are set out in **Annexure A** (Pricing Tables).

- b) If the Department requires more than one driver on a trip, the Service Provider may claim the hourly rate for each additional driver.
- c) The service fee payable by the Department to the Service Provider for escort services comprises both a fixed and variable rate. The fixed rate is designed to capture all fixed costs associated with providing standby escort services to People in Detention. The variable rate is payable for the number of hours required for the escorting task and will be based on the hourly rate set out in **Annexure A** (Pricing Tables).
- d) The service fee payable by the Department to the Service Provider for Escorts undertaking domestic air travel comprises a daily rate for each Escort as set out in **Annexure A** (Pricing Tables). All other costs associated with domestic escorts (such as flights and accommodation) will be organised and paid for by the Department.
- e) The fixed component of the fees for Transport and Escort Services is payable by the Department for each day, regardless of the number of transport and Escort activities undertaken.

#### 11.2 *States that do not have a Facility*

- a) The fixed and variable fees payable for Transport and Escort Services in Queensland and South Australia, are set out in **Annexure A** (Pricing Tables).
- b) The volume band that applies will be the number that corresponds to the actual number of Transport movements undertaken by the Service Provider on any particular day.
- c) If the Department's requested Transport movements on a particular day exceed the upper limit of the highest indicated volume band, the Department may approve (as part of the Operational Order) the:
  - i. short term hire of vehicles to undertake any such additional Transport tasks; and
  - ii. Service Provider's recovery of the cost of additional vehicles from the Department as a Zero Mark Up Pass Through Cost.

## 12 **Additional Services**

12.1 The Department may require Additional Services from time to time which may require the Service Provider to increase the number of Service Provider Personnel.

12.2 The following categories of Service Provider Personnel may be required on an as needed basis to supplement the levels of services required under the Contract.

- a) Catering
- b) Chefs
- c) Serving
- d) Security
- e) Cleaning
- f) Grounds Maintenance

12.3 For each Facility, **Annexure A** (Pricing Tables) sets out two prices for each category of relevant Service Provider Personnel:

- a) junior personnel; and
- b) mid-level personnel.

12.4 The pricing for Additional Services will be:

- (a) subject to a minimum four hour charge; and
- (b) calculated based on the hours of the day that the Service Provider Personnel are required by the Department, with reference to the bands set out in Annexure A (Pricing Tables).

### 13 Mark Ups and Discounts

#### 13.1 *Mark Ups*

**Annexure A** (Pricing Tables) sets out mark-ups for each Facility for the following Services:

- a) Additional Services which cannot be priced using a metric or mechanism in a schedule of rates in the Pricing Tables or any other basis referred to in **clause 34** of the Contract;
- b) Ramp-up of a Facility from Contingency status;
- c) Ramp-down of a Facility to Contingency status;
- d) Utilities - The Service Provider is required to manage, and arrange payment of, utilities, including;
  - i. water;
  - ii. sewerage;
  - iii. electricity;
  - iv. gas (including LPG);
  - v. telephone and all other telecommunications charges including internet access fees;
  - vi. council rates; and
  - vii. rubbish removal

These costs are to be passed through to the Department as Zero Mark Up Pass Through Costs.

- e) Scheduled Maintenance - all costs associated with delivery of Scheduled Maintenance tasks, specifically time and materials, will be priced as Zero Mark Up Pass Through Costs;
- f) Grounds and infrastructure maintenance – all costs associated with delivery of grounds and infrastructure maintenance, will be priced as Zero Mark Up Pass Through Costs;
- g) Alternative Detention disbursements (such as hotels) - the management and coordination of people in Alternative Detention is included in a specific Facility's

capacity as part of the fixed fee payable by the Department. Additional costs incurred (i.e. hotels) may be treated as Cost Plus Pass Through Costs. This clause does not apply to Christmas Island APODs.

- h) Interpreters utilised during transport and escort tasks – these costs are to be passed through to the Department as a Cost Plus Pass Through Costs.
- i) Other Services identified as Pass Through Costs in **Schedule 2** (Statement of Work).

### 13.2 *Discounts*

- a) Cordell Commercial & Industrial Building Cost Guide and Rawlinson Building Construction Cost Index will be used as benchmarks for the pricing of Emergency and Breakdown Repairs.
- b) The Service Provider is expected to secure value for money in the delivery of these Services. **Annexure A** (Pricing Tables) includes a discount on the Cordell and Rawlinson schedule of rates.
- c) For a particular task, the Department will choose the lowest rate of the Cordell and Rawlinson schedules of rates (taking into account the relative discounts on both schedules) prevailing at the time and for the relevant location that such tasks are undertaken.
- d) Unless authorised by the Department, Emergency and Breakdown Repairs will be priced at the scheduled rate less the discount (regardless of whether the cost incurred by the Services Provider is greater or less). These tasks are to be approved by the Department Regional Management.

## 14 National Pricing Requirements

### 14.1 *National Corporate Overheads Fee*

- a) **Annexure A** (Pricing Tables) includes a separate daily fixed fee for the costs associated with national contract management.
- b) These are for costs not attributable to any specific Facility or which have not otherwise been included in the fee for any of the Service Tasks.
- c) The National Corporate Overheads Fee does not include specific fixed costs associated with managing the delivery of services in Queensland and South Australia.
- d) The Service Provider is entitled to charge the National Corporate Overheads Fee from the date Handover is achieved for the first Facility.

### 14.2 *State Management Fee*

**Annexure A** (Pricing Tables) includes a fixed fee for the management of services in Queensland and South Australia (including Transport and Escort services), which includes any directly attributable overhead costs, such as specific insurances, any related business services and fixed costs for providing standby Escorts.

## 15 Transition

### 15.1 Transition In

- a) **Annexure A** (Pricing Tables) sets out a lump sum fee for the provision of Transition In activities at each Facility. This fixed fee covers all Transition In related costs, including:
  - i. management (participation in planning);
  - ii. human resources (including initial recruiting and training);
  - iii. drafting of operating plans and procedures; and
  - iv. establishment of Information Technology systems and infrastructure.
- b) On the Commencement Date, the Service Provider is entitled to invoice the Department for the first Milestone payment set out in the Transition In Plan (*Note: Text has been deleted as it is commercial-in-confidence or sensitive*).
- c) The payment of all remaining components of the Transition In fixed fee to the Service Provider will be in accordance with **Schedule 6** (Transition Requirements) and the Main Terms and Conditions of the Contract.

### 15.2 Transition Out

- a) **Annexure A** (Pricing Tables) sets out a lump sum fee for the provision of Transition Out activities at each Facility. This fixed fee covers all Transition Out related costs, including:
  - i. management arrangements;
  - ii. human resources;
  - iii. transfer of Records and procedures;
  - iv. finance/administration;
  - v. operations; and
  - vi. post Transition Out (support to incoming service providers).

## 16 Insurance

- 16.1 The cost of insurances required under the Contract are included within the fixed component of the Detention Services Fee for each Facility (and the State Management Fee for Queensland and South Australia).

## 17 Incentives and Abatements Regimes

- 17.1 The Detention Services Fee will be subject to an adjustment, in accordance with **Schedule 4.1** (Performance Management Manual) in the event that there is:
  - a) superior performance in defined areas resulting in payment of an Incentive in accordance with **Schedule 4.1** (Performance Management Manual); or

- b) under performance of Services resulting in the application of an Abatement determined in accordance with **Schedule 4.1** (Performance Management Manual).

## **18 Taxes, Duties and Other Charges**

### *18.1 Goods and Services Tax*

All prices set out in **Annexure A** (Pricing Tables) are GST inclusive.

## **19 Annual adjustment of the Detention Services Fee**

### *19.1 Indexation*

- a) Annual indexation will be applied to the prices set out in **Annexure A** (Pricing Tables) (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium).
- b) The annual change to the Detention Services Fee on the anniversary of the Commencement Date will be according to the percentage change in the Australian Bureau of Statistics Consumer Price Index (All Groups, Weighted Average of Eight Capital Cities, see ABS Cat No. 6401.0) over the preceding twelve months, as measured by the Consumer Price Index for the immediately preceding Quarter.

## **20 Efficiency Dividend Premium**

- 20.1 The efficiency dividend is an annual cut in the running cost appropriations of budget funded Commonwealth departments and agencies. For the purposes of this Contract, the efficiency dividend 1.25 per cent.
- 20.2 **Annexure A** (Pricing Table) includes an efficiency dividend premium (“P%”) which is fixed for the Term of the Contract.

## **21 Formula for Annual Indexation of Detention Services Fee**

- 21.1 The efficiency dividend premium and the Consumer Price Index (CPI) will be applied each year using the following formula:

$$\text{New base payment} = \text{Old base payment} \times \frac{(100 + \text{CPI}\% - (1.25\% + P\%))}{100}$$

- 21.2 The yearly price adjustment is designed to increase by CPI and decrease by the sum of the efficiency dividend and the efficiency dividend premium.

## **22 Invoicing**

### *22.1 Invoicing of Service Tasks prior to Facility Handover Date*

The Service Provider will be entitled to invoice the Department for the Milestone payments comprising the Transition In fee when it has received a Certificate of Attainment from the Department in respect of the relevant Milestones.

### 22.2 *Invoicing of Service Tasks post Facility Handover Date*

The Service Provider must invoice the Department monthly in arrears for the Detention Services Fees. The Service Provider will invoice the Department no later than 10 Business Days after the end of each month in accordance with the Contract.

## 23 Overheads

- 23.1 All corporate overheads for each Facility (i.e. costs not directly related to any particular Service Task) are captured in the Business Services service fee payable for each Facility.
- 23.2 Corporate overheads not attributable to any specific Facility and not otherwise included in the fee for any of the Service Tasks are included in the daily National Corporate Overhead Fee (refer to **clause 14.1**).

## 24 Maintenance

- 24.1 All costs associated with management of Facility Maintenance are included in the service fee payable for the Maintenance of Physical Assets Service Task, including:
- a) logging defects;
  - b) creating work orders;
  - c) checking quality;
  - d) managing Pass Through Costs;
  - e) managing warranties;
  - f) managing documentation;
  - g) internal auditing;
  - h) quality management/Continuous Improvement;
  - i) assessing damage;
  - j) providing/managing Maintenance quotes;
  - k) budget forecasting and reconciliation;
  - l) managing Maintenance schedules; and
  - m) managing asset registers.
- 24.2 All tasks associated with managing the delivery of Emergency and Breakdown Repairs are also included in this service fee.



## **25 Demand Predictor**

### *25.1 Process*

A demand predictor will be used by the Department to predict a three month period of capacity utilisation for each Facility. An initial three month prediction will be made, for each Facility, one month before the Handover Date in respect to the three month period commencing immediately after the Handover Date. Thereafter, at the end of each month, the Department will provide capacity utilisation prediction for each following third month. The predicted capacity utilisation of each Facility may have an impact on payments to the Service Provider by the Department.

## **26 Entitlement to Fixed Fee**

26.1 Subject to **clause 27**, the fixed fee component of the Detention Services Fee for each Facility paid monthly to the Service Provider, will be equal to at least the capacity utilisation predicted by the Department.

26.2 If demand is greater than that predicted, the Department:

- a) will pay the Service Provider the fixed component of the fee based on the actual utilisation of the Facility; and
- b) may pay the Service Provider an additional fee (in addition to the fixed fee for each Services Task) if the Service Provider can substantiate additional costs incurred as a result of servicing numbers of People in Detention in excess of that predicted by the Department.

## **27 Demand Predictor at Contingency and Hot Contingency Facilities**

27.1 The Demand Predictor only applies to Facilities that are Operational.



Public Release Version

Text that is commercial-in-confidence  
or sensitive has been deleted

**People in Detention Services including Programs & Activities**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1</b>	<b>Well-Being of People in Detention</b>				
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>2</b>	<b>Reception, Transfer, Accommodation and Discharge of People in Detention</b>				
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**People in Detention Services including Programs & Activities**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Individual Management</b>					
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
		>0% - 10%			
		>10% - 25%			
		>25% - 50%			
		>50% - 75%			
		>75% - 100%			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Property of People in Detention</b>					
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
		>0% - 10%			
		>10% - 25%			
		>25% - 50%			
		>50% - 75%			
		>75% - 100%			

**People in Detention Services including Programs & Activities**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1</b>	<b>Management of Assets</b>				
	<b>People in Detention</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2</b>	<b>Maintenance of Assets</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Centre Security and Emergency Systems</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
				>0% - 10%	
				>10% - 25%	
				>25% - 50%	
				>50% - 75%	
				>75% - 100%	

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Catering</b>					
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
				>0% - 10%	
				>10% - 25%	
				>25% - 50%	
				>50% - 75%	
				>75% - 100%	

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Cleaning Services</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			>0% - 10%
	81 - 200	Fully Fixed			>10% - 25%
	201 - 400	Fully Fixed			>25% - 50%
	401 - 600	Fully Fixed			>50% - 75%
	601 - 800	Fully Fixed			>75% - 100%

<b>6 Environmental Management</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			>0% - 10%
	81 - 200	Fully Fixed			>10% - 25%
	201 - 400	Fully Fixed			>25% - 50%
	401 - 600	Fully Fixed			>50% - 75%
	601 - 800	Fully Fixed			>75% - 100%



**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Occupational Health and Safety (OH&amp;S)</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			>0% - 10%
	201 - 400	Fully Fixed			>10% - 25%
	401 - 600	Fully Fixed			>25% - 50%
	601 - 800	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

<b>8 Management of Emergencies</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			>0% - 10%
	201 - 400	Fully Fixed			>10% - 25%
	401 - 600	Fully Fixed			>25% - 50%
	601 - 800	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Christmas Island Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Contingency				
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Business Services Plan</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>2 Human Resource Management</b>					
	<b>Hot Contingency</b>				
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3</b>	<b>Alternative Detention</b>				
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

<b>4 Contract and Relationship Management</b>					
SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Records Management</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>6 Information Technology Requirements</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Incident Management</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Variable			
81 - 200	>10% - 25%	Fully Variable			
201 - 400	>25% - 50%	Fully Variable			
401 - 600	>50% - 75%	Fully Variable			
601 - 800	>75% - 100%	Fully Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8 Business Continuity</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>9 Reporting of Service Delivery</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>10 Quality Management and Continuous Improvement</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
11	Stores				
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
		>0% - 10%			
		>10% - 25%			
		>25% - 50%			
		>50% - 75%			
		>75% - 100%			



**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 80					>0% - 10%
81 - 200					>10% - 25%
201 - 400					>25% - 50%
401 - 600					>50% - 75%
601 - 800					>75% - 100%

**Security Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Delivery of Security Services</b>					
	<b>People in Detention</b>				
	Hot Contingency				
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Entry Control</b>					
	Hot Contingency				
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Security Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Centre Security				
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			

**Security Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 80				>0% - 10%	
81 - 200				>10% - 25%	
201 - 400				>25% - 50%	
401 - 600				>50% - 75%	
601 - 800				>75% - 100%	


**Transport and Escort Services including at Christmas Island Alternative Place of Detention**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable per Km	Mark-up (% bid on Cost +)
1	Transport				
	<b>No of People in Detention per Movement</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			

1	Escort (Extreme Risk)		per hour
	1 - 3	Fixed and Variable	
	4 - 9	Fixed and Variable	

**Transport and Escort Services including at Christmas Island Alternative Place of Detention**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Escort (High Risk)			per hour	
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
1	Escort (Medium Risk)			per hour	
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			

**Transport and Escort Services including at Christmas Island Alternative Place of Detention**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable per hour	Mark-up (% bid on Cost +)
1	<b>Escort (Low Risk)</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Additional Drivers</b>			per hour	
	Per additional driver	Fully Variable			
1	<b>Air Travel Escorts</b>			per diem	
	Domestic	Fully Variable			
	International	Fully Variable			

**Transport and Escort Services including at Christmas Island Alternative Place of Detention**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
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**Totals by bands:**

- 1 - 3
- 4 - 9
- 10 - 25
- 26 - 50




**Additional Services - Labour Rates**

Serco Australia Pty Ltd  
 Christmas Island Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Both schedules of labour rates (i.e. "Award plus mark-up" and "Bid rates") are based on normal working hours from 6am-6pm**

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Overtime labour rates (i.e. "Award plus mark-up" and "Bid rates") are for extraordinary working hours from 6am-6pm**

**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
<b>State Holiday rates</b>				
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**Mark-ups**  
**Serco Australia Pty Ltd**  
**Christmas Island Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

People in Detention Services	
Various Services	Mark-up
Facilities Management	
Maintenance	Mark-up
Cordell Benchmark	Discount
Rawlinson Benchmark	Discount
Business Services	
Various Services	Mark-up
Security Services	
Various Services	Mark-up
Transport and Escort Services	
Various Services	Mark-up

**Mark-ups**

Serco Australia Pty Ltd  
Christmas Island Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

<b>Additional Services</b>	
	Mark-up
<b>Ramp-up from contingency</b>	
	Mark-up
<b>Ramp-down to contingency</b>	
	Mark-up
<b>Alternative Detention Disbursements</b>	
	Mark-up
<b>Efficiency Dividend Premium (above 1.25%)</b>	
	P %

**Summary**

Serco Australia Pty Ltd  
 Christmas Island Immigration Detention Centre

**Summary table**

Table below summarises the fixed fee and variable rates for:  
 People in Detention Services  
 Facilities Management and Support Services  
 Business Services  
 Security Services

Capacity Level	Fixed Fee Component			Variable Fee Component		
	No. of People in Detention	Capacity Band	(\$ per day) excl. GST	(\$ per Person in Detention per day) excl. GST	inc. GST	inc. GST
<b>Contingency</b>						
<b>Hot Contingency</b>						
1 - 80	>0% - 10%					
81 - 200	>10% - 25%					
201 - 400	>25% - 50%					
401 - 600	>50% - 75%					
601 - 800	>75% - 100%					
Above capacity		>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies

NB: Excludes cost plus fees and variable components of the Transport and Escort Services

**Summary**

Serco Australia Pty Ltd  
 Christmas Island Immigration Detention Centre

**Transport and Escort Services**

Table below summarises the fixed fee for:  
 Transport and Escort Services

Vehicle Capacity Level	Total Fixed Component (\$ per day)		
	excl. GST	GST	inc. GST
1 - 3			
4 - 9			
10 - 25			
26 - 50			

Table below summarises the variable fees for:  
 Transport and Escort Services

Capacity Level	Variable Fee Component per km (\$ per km)		Variable Fee Component per hour (medium risk Person in Detention) (\$ per hour)	
	excl. GST	GST	excl. GST	inc. GST
No of People in Detention per movement				
1 - 3				
4 - 9				
10 - 25				
26 - 50				



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Text that is commercial-in-confidence  
or sensitive has been deleted

**National Fees**

**Serco Australia Pty Ltd**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

	Payment Mechanism	Fixed \$/day
<b>National Corporate Overheads Fee</b>		
All Centres	Fully Fixed	
<b>State management fee</b>		
Queensland	Fully Fixed	
South Australia	Fully Fixed	



**Mark ups**  
**Serco Australia Pty Ltd**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

	Queensland	South Australia
<b>Transport and Escort Services</b>	%	%
Various Services		
Mark-up		
<b>Alternative Detention Disbursements</b>	%	%
Mark-up		

**Transition**

**Serco Australia Pty Ltd**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

**Transition Fees**

**Transition Fees by Centre**

	Payment Mechanism	Transition In Fixed Fee	Transition Out Fixed Fee
		\$	\$
Christmas Island Immigration Detention Centre	Fully Fixed		
Maribyrong Immigration Detention Centre	Fully Fixed		
Northern Immigration Detention Centre	Fully Fixed		
Perth Immigration Detention Centre	Fully Fixed		
Villawood Immigration Detention Centre	Fully Fixed		

**Transport and Escort Services (Queensland)**  
**Serco Australia Pty Ltd**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed	Variable	Mark-up
5.1	Transport		\$/day		(% bid on Cost +)
	<b>Number of Movements per day</b>				
	0 - 2	Fully Fixed			
	3 - 6	Fully Fixed			
	7 - 12	Fully Fixed			
	13 - 20	Fully Fixed			

5.1	Transport			per Km
	<b>Number of People in Detention per Movement</b>			
	1 - 3	Fully Variable		
	4 - 9	Fully Variable		
	10 - 25	Fully Variable		
	26 - 50	Fully Variable		

**Transport and Escort Services (Queensland)**  
**Serco Australia Pty Ltd**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed	Variable	Mark-up
			per hour		(% bid on Cost +)
5.1	Escort (Medium Risk)				
	Number of People in Detention per Movement				
	1 - 3	Fully Variable			
	4 - 9	Fully Variable			
	10 - 25	Fully Variable			
	26 - 50	Fully Variable			

**Transport and Escort Services (South Australia)**  
**Serco Australia Pty Ltd**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed	Variable	Mark-up (% bid on Cost +)
5.1	Transport				
	Number of Movements per day				
	0 - 2	Fully Fixed			
	3 - 6	Fully Fixed			
	7 - 12	Fully Fixed			
	13 - 20	Fully Fixed			

5.1	Transport		per Km
	Number of People in Detention per Movement		
	1 - 3	Fully Variable	
	4 - 9	Fully Variable	
	10 - 25	Fully Variable	
	26 - 50	Fully Variable	

**Transport and Escort Services (South Australia)**  
**Serco Australia Pty Ltd**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed	Variable	Mark-up
			per hour		
5.1	Escort (Medium Risk)				
	Number of People in Detention per Movement				
	1 - 3	Fully Variable			
	4 - 9	Fully Variable			
	10 - 25	Fully Variable			
	26 - 50	Fully Variable			

**Insurance**

**Serco Australia Pty Ltd**

Note: The premiums presented here are for information purposes only. The cost of insurance is captured in the Detention Services Fee elsewhere. Insurance premiums are not a pass through cost.

Insurance	Amount of Cover	Insurance Premium	Excess / Deductible
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Public and Products Liability  
 Workers' compensation  
 Professional Indemnity  
 Fidelity Guarantee  
 Motor Vehicle Compulsory Third Party  
 Motor Vehicle Comprehensive  
 Industrial Special Risks


**Insurance**

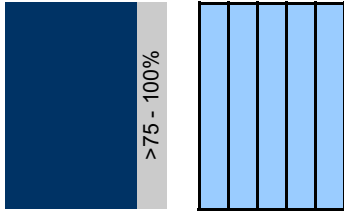
**Serco Australia Pty Ltd**

Note: The premiums presented here are for information purposes only. The cost of insurance is captured in the Detention Services Fee elsewhere. Insurance premiums are not a pass through cost.

	Annual fixed cost at each capacity band					
	Contingency	Hot Contingency	>0 - 10%	>10 - 25%	>25 - 50%	>50 - 75%
<b>Workers Compensation</b>						
Christmas Island Immigration Detention Centre						
Maribyrnong Immigration Detention Centre						
Northern Immigration Detention Centre						
Perth Immigration Detention Centre						
Villawood Immigration Detention Centre						









**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Well-Being of People in Detention</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 10	Fixed and Variable			
	11 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
	51 - 75	Fixed and Variable			
	76 - 100	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Reception, Transfer, Accommodation and Discharge of People in Detention</b>					
	<b>Hot Contingency</b>	Fully Fixed			
	1 - 10	Fixed and Variable			
	11 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
	51 - 75	Fixed and Variable			
	76 - 100	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Individual Management</b>					
	Hot Contingency	Fully Fixed			
	1 - 10	Fixed and Variable			
	11 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
	51 - 75	Fixed and Variable			
	76 - 100	Fixed and Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Property of People in Detention</b>					
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Hot Contingency				
	1 - 10	>0% - 10%			
	11 - 25	>10% - 25%			
	26 - 50	>25% - 50%			
	51 - 75	>50% - 75%			
	76 - 100	>75% - 100%			

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Management of Assets</b>					
	<b>People in Detention</b>	<b>Capacity band</b>			
	Contingency		Fully Fixed		
	Hot Contingency		Fully Fixed		
	1 - 10	>0% - 10%	Fixed and Variable		
	11 - 25	>10% - 25%	Fixed and Variable		
	26 - 50	>25% - 50%	Fixed and Variable		
	51 - 75	>50% - 75%	Fixed and Variable		
	76 - 100	>75% - 100%	Fixed and Variable		

<b>2 Maintenance of Assets</b>					
	<b>Contingency</b>		Fully Fixed		
	Hot Contingency		Fully Fixed		
	1 - 10	>0% - 10%	Fully Fixed		
	11 - 25	>10% - 25%	Fully Fixed		
	26 - 50	>25% - 50%	Fully Fixed		
	51 - 75	>50% - 75%	Fully Fixed		
	76 - 100	>75% - 100%	Fully Fixed		

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Centre Security and Emergency Systems</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			

<b>4 Catering</b>					
	Hot Contingency	Fully Fixed			
	1 - 10	Fixed and Variable			
	11 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
	51 - 75	Fixed and Variable			
	76 - 100	Fixed and Variable			



**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Cleaning Services</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			>0% - 10%
	11 - 25	Fully Fixed			>10% - 25%
	26 - 50	Fully Fixed			>25% - 50%
	51 - 75	Fully Fixed			>50% - 75%
	76 - 100	Fully Fixed			>75% - 100%

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>6 Environmental Management</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			>0% - 10%
	11 - 25	Fully Fixed			>10% - 25%
	26 - 50	Fully Fixed			>25% - 50%
	51 - 75	Fully Fixed			>50% - 75%
	76 - 100	Fully Fixed			>75% - 100%

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7</b>	<b>Occupational Health and Safety (OH&amp;S)</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
					>0% - 10%
					>10% - 25%
					>25% - 50%
					>50% - 75%
					>75% - 100%

<b>8</b>	<b>Management of Emergencies</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
					>0% - 10%
					>10% - 25%
					>25% - 50%
					>50% - 75%
					>75% - 100%

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Contingency				
	Hot Contingency				
	1 - 10	>0% - 10%			
	11 - 25	>10% - 25%			
	26 - 50	>25% - 50%			
	51 - 75	>50% - 75%			
	76 - 100	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Business Services Plan</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Human Resource Management</b>					
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Alternative Detention				
	Hot Contingency				
	1 - 10	>0% - 10%			
	11 - 25	>10% - 25%			
	26 - 50	>25% - 50%			
	51 - 75	>50% - 75%			
	76 - 100	>75% - 100%			

4 Contract and Relationship Management					
SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency				
	1 - 10	>0% - 10%			
	11 - 25	>10% - 25%			
	26 - 50	>25% - 50%			
	51 - 75	>50% - 75%			
	76 - 100	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Records Management</b>					
	Hot Contingency				
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
					>0% - 10%
					>10% - 25%
					>25% - 50%
					>50% - 75%
					>75% - 100%

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>6 Information Technology Requirements</b>					
	Hot Contingency				
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
					>0% - 10%
					>10% - 25%
					>25% - 50%
					>50% - 75%
					>75% - 100%

**Business Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Incident Management</b>					
	Hot Contingency				
	1 - 10	>0% - 10%			
	11 - 25	>10% - 25%			
	26 - 50	>25% - 50%			
	51 - 75	>50% - 75%			
	76 - 100	>75% - 100%			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8 Business Continuity</b>					
	Hot Contingency				
	1 - 10	>0% - 10%			
	11 - 25	>10% - 25%			
	26 - 50	>25% - 50%			
	51 - 75	>50% - 75%			
	76 - 100	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>9</b>	<b>Reporting of Service Delivery</b>				
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>10</b>	<b>Quality Management and Continuous Improvement</b>				
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			



**Business Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
11	Stores				
	Hot Contingency	Fully Fixed			
	1 - 10	Fixed and Variable			
	11 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
	51 - 75	Fixed and Variable			
	76 - 100	Fixed and Variable			

**Business Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency	
1 - 10	>0% - 10%
11 - 25	>10% - 25%
26 - 50	>25% - 50%
51 - 75	>50% - 75%
76 - 100	>75% - 100%


**Security Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1</b>	<b>Delivery of Security Services</b>				
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2</b>	<b>Entry Control</b>				
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Security Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Centre Security				
	Hot Contingency	Fully Fixed			
	1 - 10	Fully Fixed			
	11 - 25	Fully Fixed			
	26 - 50	Fully Fixed			
	51 - 75	Fully Fixed			
	76 - 100	Fully Fixed			

**Security Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency	
1 - 10	>0% - 10%
11 - 25	>10% - 25%
26 - 50	>25% - 50%
51 - 75	>50% - 75%
76 - 100	>75% - 100%


**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Transport			per Km	
	<b>No of People in Detention per Movement</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Escort (Extreme Risk)</b>			per hour	
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Escort (High Risk)			per hour	
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
1	Escort (Medium Risk)			per hour	
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
26 - 50		Fixed and Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable per hour	Mark-up (% bid on Cost +)
1	<b>Escort (Low Risk)</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Additional Drivers</b>			per hour	
	Per additional driver	Fully Variable			
1	<b>Air Travel Escorts</b>			per diem	
	Domestic	Fully Variable			
	International	Fully Variable			



**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
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**Totals by bands:**

- 1 - 3
- 4 - 9
- 10 - 25
- 26 - 50


**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Both schedules of labour rates (i.e. "Award plus mark-up" and "Bid rates") are based on normal working hours from 6am-6pm**

Personnel category	Overtime rates		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Overtime labour rates (i.e. "Award plus mark-up" and "Bid rates") are for extraordinary working hours from 6am-6pm**

**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
<b>State Holiday rates</b>				
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**Mark-ups**

Serco Australia Pty Ltd  
 Maribymong Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

People in Detention Services	
Various Services	Mark-up
Facilities Management	
Maintenance	Mark-up
Cordell Benchmark	Discount
Rawlinson Benchmark	Discount
Business Services	
Various Services	Mark-up
Security Services	
Various Services	Mark-up
Transport and Escort Services	
Various Services	Mark-up

**Mark-ups**

Serco Australia Pty Ltd

Maribymong Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

<b>Additional Services</b>	
	Mark-up
<b>Ramp-up from contingency</b>	
	Mark-up
<b>Ramp-down to contingency</b>	
	Mark-up
<b>Alternative Detention Disbursements</b>	
	Mark-up
<b>Efficiency Dividend Premium (above 1.25%)</b>	
	P %

**Summary**

**Serco Australia Pty Ltd**  
**Maribyrnong Immigration Detention Centre**

**Summary table**

Table below summarises the fixed fee and variable rates for:  
 People in Detention Services  
 Facilities Management and Support Services  
 Business Services  
 Security Services

Capacity Level	Fixed Fee Component			Variable Fee Component		
	No. of People in Detention	Capacity Band	(\$ per day) excl. GST	(\$ per Person in Detention per day) excl. GST	GST	inc. GST
Contingency						
Hot Contingency						
1 - 10	>0% - 10%					
11 - 25	>10% - 25%					
26 - 50	>25% - 50%					
51 - 75	>50% - 75%					
76 - 100	>75% - 100%					
Above capacity			>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies

*NB: Excludes cost plus fees and variable components of the Transport and Escort Services*

**Summary**

**Serco Australia Pty Ltd**  
**Maribymong Immigration Detention Centre**

**Transport and Escort Services**

Table below summarises the fixed fee for:  
 Transport and Escort Services

Vehicle Capacity Level	Total Fixed Component		
	(\$ per day)		
	excl. GST	GST	inc. GST
1 - 3			
4 - 9			
10 - 25			
26 - 50			

Table below summarises the variable fees for:  
 Transport and Escort Services

Capacity Level	Variable Fee Component per km		Variable Fee Component per hour	
	(\$ per km)		(medium risk Person in Detention)	
	excl. GST	GST	excl. GST	inc. GST
No of People in Detention per movement				
1 - 3				
4 - 9				
10 - 25				
26 - 50				



Public Release Version

Text that is commercial-in-confidence  
or sensitive has been deleted



**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Well-Being of People in Detention</b>					
<b>People in Detention Capacity band</b>					
Hot Contingency		Fully Fixed			
1 - 55	>0% - 10%	Fixed and Variable			
56 - 137	>10% - 25%	Fixed and Variable			
138 - 273	>25% - 50%	Fixed and Variable			
274 - 410	>50% - 75%	Fixed and Variable			
411 - 546	>75% - 100%	Fixed and Variable			

<b>2 Reception, Transfer, Accommodation and Discharge of People in Detention</b>					
<b>Hot Contingency</b>					
		Fully Fixed			
1 - 55	>0% - 10%	Fixed and Variable			
56 - 137	>10% - 25%	Fixed and Variable			
138 - 273	>25% - 50%	Fixed and Variable			
274 - 410	>50% - 75%	Fixed and Variable			
411 - 546	>75% - 100%	Fixed and Variable			

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Individual Management</b>					
	Hot Contingency	Fully Fixed			
1 - 55	>0% - 10%	Fixed and Variable			
56 - 137	>10% - 25%	Fixed and Variable			
138 - 273	>25% - 50%	Fixed and Variable			
274 - 410	>50% - 75%	Fixed and Variable			
411 - 546	>75% - 100%	Fixed and Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Property of People in Detention</b>					
	Hot Contingency	Fully Fixed			
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Hot Contingency				
	1 - 55	>0% - 10%			
	56 - 137	>10% - 25%			
	138 - 273	>25% - 50%			
	274 - 410	>50% - 75%			
	411 - 546	>75% - 100%			

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Northern Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**1 Management of Assets**

**People in Detention Capacity band**

Contingency		Fully Fixed			
Hot Contingency		Fully Fixed			
1 - 55	>0% - 10%	Fixed and Variable			
56 - 137	>10% - 25%	Fixed and Variable			
138 - 273	>25% - 50%	Fixed and Variable			
274 - 410	>50% - 75%	Fixed and Variable			
411 - 546	>75% - 100%	Fixed and Variable			

**2 Maintenance of Assets**

Contingency		Fully Fixed			
Hot Contingency		Fully Fixed			
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Northern Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Centre Security and Emergency Systems</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 55	Fully Fixed			
	56 - 137	Fully Fixed			
	138 - 273	Fully Fixed			
	274 - 410	Fully Fixed			
	411 - 546	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Catering</b>					
	Hot Contingency	Fully Fixed			
	1 - 55	Fixed and Variable			
	56 - 137	Fixed and Variable			
	138 - 273	Fixed and Variable			
	274 - 410	Fixed and Variable			
	411 - 546	Fixed and Variable			

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Northern Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**5 Cleaning Services**

Contingency		Fully Fixed			
Hot Contingency		Fully Fixed			
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**6 Environmental Management**

Contingency		Fully Fixed			
Hot Contingency		Fully Fixed			
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Occupational Health and Safety (OH&amp;S)</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 55	Fully Fixed		>0% - 10%	
	56 - 137	Fully Fixed		>10% - 25%	
	138 - 273	Fully Fixed		>25% - 50%	
	274 - 410	Fully Fixed		>50% - 75%	
	411 - 546	Fully Fixed		>75% - 100%	

<b>8 Management of Emergencies</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 55	Fully Fixed		>0% - 10%	
	56 - 137	Fully Fixed		>10% - 25%	
	138 - 273	Fully Fixed		>25% - 50%	
	274 - 410	Fully Fixed		>50% - 75%	
	411 - 546	Fully Fixed		>75% - 100%	

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Northern Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Contingency				
	Hot Contingency				
	1 - 55	>0% - 10%			
	56 - 137	>10% - 25%			
	138 - 273	>25% - 50%			
	274 - 410	>50% - 75%			
	411 - 546	>75% - 100%			



**Business Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Business Services Plan</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 55	Fully Fixed			
	56 - 137	Fully Fixed			
	138 - 273	Fully Fixed			
	274 - 410	Fully Fixed			
	411 - 546	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Human Resource Management</b>					
	Hot Contingency	Fully Fixed			
	1 - 55	Fully Fixed			
	56 - 137	Fully Fixed			
	138 - 273	Fully Fixed			
	274 - 410	Fully Fixed			
	411 - 546	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Alternative Detention</b>					
	Hot Contingency				
	1 - 55	>0% - 10%			
	56 - 137	>10% - 25%			
	138 - 273	>25% - 50%			
	274 - 410	>50% - 75%			
	411 - 546	>75% - 100%			

<b>4 Contract and Relationship Management</b>					
SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency				
	1 - 55	>0% - 10%			
	56 - 137	>10% - 25%			
	138 - 273	>25% - 50%			
	274 - 410	>50% - 75%			
	411 - 546	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Records Management</b>					
	Hot Contingency				
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>6 Information Technology Requirements</b>					
	Hot Contingency				
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Incident Management</b>					
	Hot Contingency				
1 - 55	>0% - 10%	Fully Variable			
56 - 137	>10% - 25%	Fully Variable			
138 - 273	>25% - 50%	Fully Variable			
274 - 410	>50% - 75%	Fully Variable			
411 - 546	>75% - 100%	Fully Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8 Business Continuity</b>					
	Hot Contingency				
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>9 Reporting of Service Delivery</b>					
	Hot Contingency				
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>10 Quality Management and Continuous Improvement</b>					
	Hot Contingency				
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
11	Stores				
	Hot Contingency	Fully Fixed			
	1 - 55	Fixed and Variable			
	56 - 137	Fixed and Variable			
	138 - 273	Fixed and Variable			
	274 - 410	Fixed and Variable			
	411 - 546	Fixed and Variable			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 55				>0% - 10%	
56 - 137				>10% - 25%	
138 - 273				>25% - 50%	
274 - 410				>50% - 75%	
411 - 546				>75% - 100%	


**Security Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**1 Delivery of Security Services**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			

**2 Entry Control**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 55	>0% - 10%	Fully Fixed			
56 - 137	>10% - 25%	Fully Fixed			
138 - 273	>25% - 50%	Fully Fixed			
274 - 410	>50% - 75%	Fully Fixed			
411 - 546	>75% - 100%	Fully Fixed			



**Security Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Centre Security				
	Hot Contingency	Fully Fixed			
	1 - 55	Fully Fixed			
	56 - 137	Fully Fixed			>0% - 10%
	138 - 273	Fully Fixed			>10% - 25%
	274 - 410	Fully Fixed			>25% - 50%
	411 - 546	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

**Security Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 55				>0% - 10%	
56 - 137				>10% - 25%	
138 - 273				>25% - 50%	
274 - 410				>50% - 75%	
411 - 546				>75% - 100%	


**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Transport			per Km	
	<b>No of People in Detention per Movement</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Escort (Extreme Risk)</b>			per hour	
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Escort (High Risk)			per hour	
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
1	Escort (Medium Risk)			per hour	
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
26 - 50		Fixed and Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	<b>Escort (Low Risk)</b>			per hour	
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Additional Drivers</b>			per hour	
	Per additional driver	Fully Variable			
1	<b>Air Travel Escorts</b>			per diem	
	Domestic	Fully Variable			
	International	Fully Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
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**Totals by bands:**

- 1 - 3
- 4 - 9
- 10 - 25
- 26 - 50


**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Both schedules of labour rates (i.e. "Award plus mark-up" and "Bid rates") are based on normal working hours from 6am-6pm**

Personnel category	Overtime rates		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Overtime labour rates (i.e. "Award plus mark-up" and "Bid rates") are for extraordinary working hours from 6am-6pm**

**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

Award plus mark-up		Bid rates	
Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
State Holiday rates			
Catering - Chefs	Serco IDC Agreement 2008 (Draft)		
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)		
Security	Serco IDC Agreement 2008 (Draft)		
Cleaning	Serco IDC Agreement 2008 (Draft)		
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)		



**Mark-ups**

Serco Australia Pty Ltd  
 Northern Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

People in Detention Services	
Various Services	Mark-up
Facilities Management	
Maintenance	Mark-up
Cordell Benchmark	Discount
Rawlinson Benchmark	Discount
Business Services	
Various Services	Mark-up
Security Services	
Various Services	Mark-up
Transport and Escort Services	
Various Services	Mark-up

**Mark-ups**

**Serco Australia Pty Ltd**  
**Northern Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

<b>Additional Services</b>	
Mark-up	
<b>Ramp-up from contingency</b>	
Mark-up	
<b>Ramp-down to contingency</b>	
Mark-up	
<b>Alternative Detention Disbursements</b>	
Mark-up	
<b>Efficiency Dividend Premium (above 1.25%)</b>	
P %	

**Summary**

Serco Australia Pty Ltd  
 Northern Immigration Detention Centre

**Summary table**

Table below summarises the fixed fee and variable rates for:  
 People in Detention Services  
 Facilities Management and Support Services  
 Business Services  
 Security Services

Capacity Level	Fixed Fee Component			Variable Fee Component		
	No. of People in Detention	Capacity Band	(\$ per day) excl. GST	(\$ per Person in Detention per day) excl. GST	inc. GST	inc. GST
Contingency						
Hot Contingency						
1 - 55		>0% - 10%				
56 - 137		>10% - 25%				
138 - 273		>25% - 50%				
274 - 410		>50% - 75%				
411 - 546		>75% - 100%				
Above capacity			>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies

NB: Excludes cost plus fees and variable components of the Transport and Escort Services

**Summary**

Serco Australia Pty Ltd  
 Northern Immigration Detention Centre

**Transport and Escort Services**

Table below summarises the fixed fee for:  
 Transport and Escort Services

Vehicle Capacity Level	Total Fixed Component		
	(\$ per day)		
	excl. GST	GST	inc. GST
1 - 3			
4 - 9			
10 - 25			
26 - 50			

Table below summarises the variable fees for:  
 Transport and Escort Services

Capacity Level	Variable Fee Component per km		Variable Fee Component per hour	
	(\$ per km)		(medium risk Person in Detention)	
	excl. GST	GST	excl. GST	inc. GST
No of People in Detention per movement				
1 - 3				
4 - 9				
10 - 25				
26 - 50				



Public Release Version

Text that is commercial-in-confidence  
or sensitive has been deleted

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Well-Being of People in Detention</b>					
<b>People in Detention Capacity band</b>					
Hot Contingency		Fully Fixed			
1 - 4	>0% - 10%	Fixed and Variable			
5 - 11	>10% - 25%	Fixed and Variable			
12 - 21	>25% - 50%	Fixed and Variable			
22 - 32	>50% - 75%	Fixed and Variable			
33 - 42	>75% - 100%	Fixed and Variable			

<b>2 Reception, Transfer, Accommodation and Discharge of People in Detention</b>					
<b>Hot Contingency</b>					
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fixed and Variable			
12 - 21	>25% - 50%	Fixed and Variable			
22 - 32	>50% - 75%	Fixed and Variable			
33 - 42	>75% - 100%	Fixed and Variable			

<b>3 Individual Management</b>					
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**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency	Fully Fixed			
1 - 4	>0% - 10%	Fixed and Variable			
5 - 11	>10% - 25%	Fixed and Variable			
12 - 21	>25% - 50%	Fixed and Variable			
22 - 32	>50% - 75%	Fixed and Variable			
33 - 42	>75% - 100%	Fixed and Variable			

4 Property of People in Detention					
	Hot Contingency	Fully Fixed			
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			

**Totals by bands:**

Hot Contingency			
1 - 4	>0% - 10%		
5 - 11	>10% - 25%		

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
12 - 21	>25% - 50%				
22 - 32	>50% - 75%				
33 - 42	>75% - 100%				



**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Management of Assets</b>					
<b>People in Detention Capacity band</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 4	Fixed and Variable			
	5 - 11	Fixed and Variable			
	12 - 21	Fixed and Variable			
	22 - 32	Fixed and Variable			
	33 - 42	Fixed and Variable			

<b>2 Maintenance of Assets</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			
	5 - 11	Fully Fixed			
	12 - 21	Fully Fixed			
	22 - 32	Fully Fixed			
	33 - 42	Fully Fixed			

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Perth Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Centre Security and Emergency Systems</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			
	5 - 11	Fully Fixed			
	12 - 21	Fully Fixed			
	22 - 32	Fully Fixed			
	33 - 42	Fully Fixed			
				>0% - 10%	
				>10% - 25%	
				>25% - 50%	
				>50% - 75%	
				>75% - 100%	

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Catering</b>					
	Hot Contingency	Fully Fixed			
	1 - 4	Fixed and Variable			
	5 - 11	Fixed and Variable			
	12 - 21	Fixed and Variable			
	22 - 32	Fixed and Variable			
	33 - 42	Fixed and Variable			
				>0% - 10%	
				>10% - 25%	
				>25% - 50%	
				>50% - 75%	
				>75% - 100%	

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Perth Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Cleaning Services</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			>0% - 10%
	5 - 11	Fully Fixed			>10% - 25%
	12 - 21	Fully Fixed			>25% - 50%
	22 - 32	Fully Fixed			>50% - 75%
	33 - 42	Fully Fixed			>75% - 100%

<b>6 Environmental Management</b>					
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			>0% - 10%
	5 - 11	Fully Fixed			>10% - 25%
	12 - 21	Fully Fixed			>25% - 50%
	22 - 32	Fully Fixed			>50% - 75%
	33 - 42	Fully Fixed			>75% - 100%

**Facilities Management and Support Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7</b>	<b>Occupational Health and Safety (OH&amp;S)</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			
	5 - 11	Fully Fixed			>0% - 10%
	12 - 21	Fully Fixed			>10% - 25%
	22 - 32	Fully Fixed			>25% - 50%
	33 - 42	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8</b>	<b>Management of Emergencies</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			
	5 - 11	Fully Fixed			>0% - 10%
	12 - 21	Fully Fixed			>10% - 25%
	22 - 32	Fully Fixed			>25% - 50%
	33 - 42	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Perth Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Contingency					
Hot Contingency					
1 - 4					>0% - 10%
5 - 11					>10% - 25%
12 - 21					>25% - 50%
22 - 32					>50% - 75%
33 - 42					>75% - 100%

**Business Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Business Services Plan</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			
	5 - 11	Fully Fixed			
	12 - 21	Fully Fixed			
	22 - 32	Fully Fixed			
	33 - 42	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Human Resource Management</b>					
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			
	5 - 11	Fully Fixed			
	12 - 21	Fully Fixed			
	22 - 32	Fully Fixed			
	33 - 42	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Alternative Detention				
	Hot Contingency				
	1 - 4	>0% - 10%			
	5 - 11	>10% - 25%			
	12 - 21	>25% - 50%			
	22 - 32	>50% - 75%			
	33 - 42	>75% - 100%			

4 Contract and Relationship Management					
SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency				
	1 - 4	>0% - 10%			
	5 - 11	>10% - 25%			
	12 - 21	>25% - 50%			
	22 - 32	>50% - 75%			
	33 - 42	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Records Management</b>					
	Hot Contingency				
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			

<b>6 Information Technology Requirements</b>					
	Hot Contingency				
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			



**Business Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Incident Management</b>					
	Hot Contingency				
1 - 4	>0% - 10%	Fully Variable			
5 - 11	>10% - 25%	Fully Variable			
12 - 21	>25% - 50%	Fully Variable			
22 - 32	>50% - 75%	Fully Variable			
33 - 42	>75% - 100%	Fully Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8 Business Continuity</b>					
	Hot Contingency				
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>9 Reporting of Service Delivery</b>					
	Hot Contingency				
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>10 Quality Management and Continuous Improvement</b>					
	Hot Contingency				
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
11	Stores				
	Hot Contingency	Fully Fixed			
	1 - 4	Fixed and Variable			
	5 - 11	Fixed and Variable			
	12 - 21	Fixed and Variable			
	22 - 32	Fixed and Variable			
	33 - 42	Fixed and Variable			
		>0% - 10%			
		>10% - 25%			
		>25% - 50%			
		>50% - 75%			
		>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 4				>0% - 10%	
5 - 11				>10% - 25%	
12 - 21				>25% - 50%	
22 - 32				>50% - 75%	
33 - 42				>75% - 100%	


**Security Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**1 Delivery of Security Services**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			

**2 Entry Control**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 4	>0% - 10%	Fully Fixed			
5 - 11	>10% - 25%	Fully Fixed			
12 - 21	>25% - 50%	Fully Fixed			
22 - 32	>50% - 75%	Fully Fixed			
33 - 42	>75% - 100%	Fully Fixed			

**Security Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Centre Security				
	Hot Contingency	Fully Fixed			
	1 - 4	Fully Fixed			
	5 - 11	Fully Fixed			>0% - 10%
	12 - 21	Fully Fixed			>10% - 25%
	22 - 32	Fully Fixed			>25% - 50%
	33 - 42	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

**Security Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency	
1 - 4	>0% - 10%
5 - 11	>10% - 25%
12 - 21	>25% - 50%
22 - 32	>50% - 75%
33 - 42	>75% - 100%


**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Transport			per Km	
	<b>No of People in Detention per Movement</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			

1	Escort (Extreme Risk)			per hour
	1 - 3	Fixed and Variable		
	4 - 9	Fixed and Variable		



**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Escort (High Risk)			per hour	
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
1	Escort (Medium Risk)			per hour	
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
26 - 50		Fixed and Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable per hour	Mark-up (% bid on Cost +)
1	<b>Escort (Low Risk)</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Additional Drivers</b>			per hour	
	Per additional driver	Fully Variable			
1	<b>Air Travel Escorts</b>			per diem	
	Domestic	Fully Variable			
	International	Fully Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
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**Totals by bands:**

- 1 - 3
- 4 - 9
- 10 - 25
- 26 - 50


**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Both schedules of labour rates (i.e. "Award plus mark-up" and "Bid rates") are based on normal working hours from 6am-6pm**

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
<b>Overtime rates</b>				
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Overtime labour rates (i.e. "Award plus mark-up" and "Bid rates") are for extraordinary working hours from 6am-6pm**

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
<b>State Holiday rates</b>				
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			

**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award	Junior staff/roles	Mid-level staff/roles
	Cleaning	Serco IDC Agreement 2008 (Draft)		
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**Mark-ups**

**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

People in Detention Services	
Various Services	Mark-up
Facilities Management	
Maintenance	Mark-up
Cordell Benchmark	Discount
Rawlinson Benchmark	Discount
Business Services	
Various Services	Mark-up
Security Services	
Various Services	Mark-up
Transport and Escort Services	
Various Services	Mark-up

**Mark-ups**

**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

<b>Additional Services</b>	
	Mark-up
<b>Ramp-up from contingency</b>	Mark-up
<b>Ramp-down to contingency</b>	Mark-up
<b>Alternative Detention Disbursements</b>	Mark-up
<b>Efficiency Dividend Premium (above 1.25%)</b>	P %

**Summary**

**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

**Summary table**

Table below summarises the fixed fee and variable rates for:  
 People in Detention Services  
 Facilities Management and Support Services  
 Business Services  
 Security Services

Capacity Level	Fixed Fee Component			Variable Fee Component		
	No. of People in Detention	Capacity Band	(\$ per day) excl. GST	(\$ per Person in Detention per day) excl. GST	inc. GST	inc. GST
Contingency						
Hot Contingency						
1 - 4		>0% - 10%				
5 - 11		>10% - 25%				
12 - 21		>25% - 50%				
22 - 32		>50% - 75%				
33 - 42		>75% - 100%				
Above capacity			>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies

*NB: Excludes cost plus fees and variable components of the Transport and Escort Services*



**Summary**

**Serco Australia Pty Ltd**  
**Perth Immigration Detention Centre**

**Transport and Escort Services**

Table below summarises the fixed fee for:  
 Transport and Escort Services

Vehicle Capacity Level	Total Fixed Component (\$ per day)	
	excl. GST	inc. GST
1 - 3		
4 - 9		
10 - 25		
26 - 50		

Table below summarises the variable fees for:  
 Transport and Escort Services

Capacity Level	Variable Fee Component per km (\$ per km)		Variable Fee Component per hour (medium risk Person in Detention) (\$ per hour)	
	excl. GST	inc. GST	excl. GST	inc. GST
No of People in Detention per movement				
1 - 3				
4 - 9				
10 - 25				
26 - 50				



**Immigration Detention Centres  
Schedule 5  
Annexure A (Pricing Tables)**

Release Version - 22 June 2009

**Serco Australia Pty Ltd  
Phosphate Hill Alternative Place of Detention**

Public Release Version

Text that is commercial-in-confidence  
or sensitive has been deleted

**People in Detention Services including Programs & Activities**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1</b>	<b>Well-Being of People in Detention</b>				
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 21	Fixed and Variable			
	22 - 52	Fixed and Variable			
	53 - 104	Fixed and Variable			
	105 - 156	Fixed and Variable			
	157 - 208	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>2</b>	<b>Reception, Transfer, Accommodation and Discharge of People in Detention</b>				
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 21	Fixed and Variable			
	22 - 52	Fixed and Variable			
	53 - 104	Fixed and Variable			
	105 - 156	Fixed and Variable			
	157 - 208	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**People in Detention Services including Programs & Activities**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Individual Management</b>					
	Hot Contingency	Fully Fixed			
1 - 21	>0% - 10%	Fixed and Variable			
22 - 52	>10% - 25%	Fixed and Variable			
53 - 104	>25% - 50%	Fixed and Variable			
105 - 156	>50% - 75%	Fixed and Variable			
157 - 208	>75% - 100%	Fixed and Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Property of People in Detention</b>					
	Hot Contingency	Fully Fixed			
1 - 21	>0% - 10%	Fixed and Variable			
22 - 52	>10% - 25%	Fixed and Variable			
53 - 104	>25% - 50%	Fixed and Variable			
105 - 156	>50% - 75%	Fixed and Variable			
157 - 208	>75% - 100%	Fixed and Variable			

**People in Detention Services including Programs & Activities**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Hot Contingency				
1 - 21		>0% - 10%			
22 - 52		>10% - 25%			
53 - 104		>25% - 50%			
105 - 156		>50% - 75%			
157 - 208		>75% - 100%			

**Facilities Management & Support Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
4	Catering				
	Hot Contingency	Fully Fixed			
	1 - 21	Fixed and Variable			
	22 - 52	Fixed and Variable			
	53 - 104	Fixed and Variable			
	105 - 156	Fixed and Variable			
	157 - 208	Fixed and Variable			

**Totals by bands:**

Contingency					
Hot Contingency					
1 - 21	>0% - 10%				
22 - 52	>10% - 25%				
53 - 104	>25% - 50%				
105 - 156	>50% - 75%				
157 - 208	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Business Services Plan</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 21	Fully Fixed			
	22 - 52	Fully Fixed			
	53 - 104	Fully Fixed			
	105 - 156	Fully Fixed			
	157 - 208	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Human Resource Management</b>					
	Hot Contingency	Fully Fixed			
	1 - 21	Fully Fixed			
	22 - 52	Fully Fixed			
	53 - 104	Fully Fixed			
	105 - 156	Fully Fixed			
	157 - 208	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Alternative Detention</b>					
	Hot Contingency				
1 - 21	>0% - 10%				
22 - 52	>10% - 25%				
53 - 104	>25% - 50%				
105 - 156	>50% - 75%				
157 - 208	>75% - 100%				

<b>4 Contract and Relationship Management</b>					
SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency				
1 - 21	>0% - 10%	Fully Fixed			
22 - 52	>10% - 25%	Fully Fixed			
53 - 104	>25% - 50%	Fully Fixed			
105 - 156	>50% - 75%	Fully Fixed			
157 - 208	>75% - 100%	Fully Fixed			



**Business Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Records Management</b>					
	Hot Contingency				
1 - 21	>0% - 10%	Fully Fixed			
22 - 52	>10% - 25%	Fully Fixed			
53 - 104	>25% - 50%	Fully Fixed			
105 - 156	>50% - 75%	Fully Fixed			
157 - 208	>75% - 100%	Fully Fixed			

<b>6 Information Technology Requirements</b>					
	Hot Contingency				
1 - 21	>0% - 10%	Fully Fixed			
22 - 52	>10% - 25%	Fully Fixed			
53 - 104	>25% - 50%	Fully Fixed			
105 - 156	>50% - 75%	Fully Fixed			
157 - 208	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Incident Management</b>					
	Hot Contingency				
1 - 21	>0% - 10%	Fully Variable			
22 - 52	>10% - 25%	Fully Variable			
53 - 104	>25% - 50%	Fully Variable			
105 - 156	>50% - 75%	Fully Variable			
157 - 208	>75% - 100%	Fully Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8 Business Continuity</b>					
	Hot Contingency				
1 - 21	>0% - 10%	Fully Fixed			
22 - 52	>10% - 25%	Fully Fixed			
53 - 104	>25% - 50%	Fully Fixed			
105 - 156	>50% - 75%	Fully Fixed			
157 - 208	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>9 Reporting of Service Delivery</b>					
	Hot Contingency				
1 - 21	>0% - 10%	Fully Fixed			
22 - 52	>10% - 25%	Fully Fixed			
53 - 104	>25% - 50%	Fully Fixed			
105 - 156	>50% - 75%	Fully Fixed			
157 - 208	>75% - 100%	Fully Fixed			

<b>10 Quality Management and Continuous Improvement</b>					
	Hot Contingency				
1 - 21	>0% - 10%	Fully Fixed			
22 - 52	>10% - 25%	Fully Fixed			
53 - 104	>25% - 50%	Fully Fixed			
105 - 156	>50% - 75%	Fully Fixed			
157 - 208	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
11	Stores				
	Hot Contingency	Fully Fixed			
	1 - 21	Fixed and Variable			
	22 - 52	Fixed and Variable			
	53 - 104	Fixed and Variable			
	105 - 156	Fixed and Variable			
	157 - 208	Fixed and Variable			

**Business Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 21				>0% - 10%	
22 - 52				>10% - 25%	
53 - 104				>25% - 50%	
105 - 156				>50% - 75%	
157 - 208				>75% - 100%	


**Security Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Delivery of Security Services</b>					
	<b>People in Detention</b>				
	Hot Contingency				
	1 - 21	Fully Fixed			
	22 - 52	Fully Fixed			
	53 - 104	Fully Fixed			
	105 - 156	Fully Fixed			
	157 - 208	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Entry Control</b>					
	Hot Contingency				
	1 - 21	Fully Fixed			
	22 - 52	Fully Fixed			
	53 - 104	Fully Fixed			
	105 - 156	Fully Fixed			
	157 - 208	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Security Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Centre Security</b>					
	Hot Contingency	Fully Fixed			
1 - 21	>0% - 10%	Fully Fixed			
22 - 52	>10% - 25%	Fully Fixed			
53 - 104	>25% - 50%	Fully Fixed			
105 - 156	>50% - 75%	Fully Fixed			
157 - 208	>75% - 100%	Fully Fixed			

**Security Services**  
**Serco Australia Pty Ltd**  
**Phosphate Hill Alternative Place of Detention**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 21				>0% - 10%	
22 - 52				>10% - 25%	
53 - 104				>25% - 50%	
105 - 156				>50% - 75%	
157 - 208				>75% - 100%	




**Summary**

Serco Australia Pty Ltd  
 Phosphate Hill Alternative Place of Detention



Table below summ: Schedule 5  
 Annexure A (Pricing Tables)  
 Facilities Management and Support Services  
 Business Services  
 Security Services

Capacity Level	Fixed Fee Component			Variable Fee Component		
	No. of People in Detention	Capacity Band	(\$ per day)	(\$ per Person in Detention per day)		
Contingency			excl. GST	inc. GST	excl. GST	inc. GST
Hot Contingency						
1 - 21						
22 - 52	>10% - 25%					
53 - 104	>25% - 50%					
105 - 156	>50% - 75%					
157 - 208	>75% - 100%					
Above capacity			>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies

NB: Excludes cost plus fees and variable components of the Transport and Escort Services



Public Release Version

Text that is commercial-in-confidence  
or sensitive has been deleted

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Well-Being of People in Detention</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Reception, Transfer, Accommodation and Discharge of People in Detention</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Individual Management</b>					
	Hot Contingency	Fully Fixed			
1 - 80	>0% - 10%	Fixed and Variable			
81 - 200	>10% - 25%	Fixed and Variable			
201 - 400	>25% - 50%	Fixed and Variable			
401 - 600	>50% - 75%	Fixed and Variable			
601 - 800	>75% - 100%	Fixed and Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Property of People in Detention</b>					
	Hot Contingency	Fully Fixed			
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**People in Detention Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Villawood Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1</b>	<b>Management of Assets</b>				
	<b>People in Detention</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2</b>	<b>Maintenance of Assets</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Villawood Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**3 Centre Security and Emergency Systems**

Contingency		Fully Fixed			
Hot Contingency		Fully Fixed			
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**4 Catering**

Hot Contingency		Fully Fixed			
1 - 80	>0% - 10%	Fixed and Variable			
81 - 200	>10% - 25%	Fixed and Variable			
201 - 400	>25% - 50%	Fixed and Variable			
401 - 600	>50% - 75%	Fixed and Variable			
601 - 800	>75% - 100%	Fixed and Variable			

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Villawood Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**5 Cleaning Services**

Contingency		Fully Fixed			
Hot Contingency		Fully Fixed			
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**6 Environmental Management**

Contingency		Fully Fixed			
Hot Contingency		Fully Fixed			
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			



**Facilities Management and Support Services**

Serco Australia Pty Ltd

Villawood Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7</b>	<b>Occupational Health and Safety (OH&amp;S)</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
				>0% - 10%	
				>10% - 25%	
				>25% - 50%	
				>50% - 75%	
				>75% - 100%	

<b>8</b>	<b>Management of Emergencies</b>				
	Contingency	Fully Fixed			
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
				>0% - 10%	
				>10% - 25%	
				>25% - 50%	
				>50% - 75%	
				>75% - 100%	

**Facilities Management and Support Services**

Serco Australia Pty Ltd

Villawood Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>Totals by bands:</b>					
	Contingency				
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**1 Business Services Plan**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**2 Human Resource Management**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3</b>	<b>Alternative Detention</b>				
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

<b>4 Contract and Relationship Management</b>					
SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency				
	1 - 80	>0% - 10%			
	81 - 200	>10% - 25%			
	201 - 400	>25% - 50%			
	401 - 600	>50% - 75%			
	601 - 800	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Records Management</b>					
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
					>0% - 10%
					>10% - 25%
					>25% - 50%
					>50% - 75%
					>75% - 100%

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>6 Information Technology Requirements</b>					
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
					>0% - 10%
					>10% - 25%
					>25% - 50%
					>50% - 75%
					>75% - 100%

**Business Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Incident Management</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Variable			
81 - 200	>10% - 25%	Fully Variable			
201 - 400	>25% - 50%	Fully Variable			
401 - 600	>50% - 75%	Fully Variable			
601 - 800	>75% - 100%	Fully Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8 Business Continuity</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>9 Reporting of Service Delivery</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>10 Quality Management and Continuous Improvement</b>					
	Hot Contingency				
1 - 80	>0% - 10%	Fully Fixed			
81 - 200	>10% - 25%	Fully Fixed			
201 - 400	>25% - 50%	Fully Fixed			
401 - 600	>50% - 75%	Fully Fixed			
601 - 800	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
11	Stores				
	Hot Contingency	Fully Fixed			
	1 - 80	Fixed and Variable			
	81 - 200	Fixed and Variable			
	201 - 400	Fixed and Variable			
	401 - 600	Fixed and Variable			
	601 - 800	Fixed and Variable			
		>0% - 10%			
		>10% - 25%			
		>25% - 50%			
		>50% - 75%			
		>75% - 100%			



**Business Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 80				>0% - 10%	
81 - 200				>10% - 25%	
201 - 400				>25% - 50%	
401 - 600				>50% - 75%	
601 - 800				>75% - 100%	


**Security Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Delivery of Security Services</b>					
	<b>People in Detention</b>				
	Hot Contingency				
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	<b>Capacity band</b>				
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

<b>2 Entry Control</b>					
	Hot Contingency				
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			
	201 - 400	Fully Fixed			
	401 - 600	Fully Fixed			
	601 - 800	Fully Fixed			
	>0% - 10%				
	>10% - 25%				
	>25% - 50%				
	>50% - 75%				
	>75% - 100%				

**Security Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Centre Security				
	Hot Contingency	Fully Fixed			
	1 - 80	Fully Fixed			
	81 - 200	Fully Fixed			>0% - 10%
	201 - 400	Fully Fixed			>10% - 25%
	401 - 600	Fully Fixed			>25% - 50%
	601 - 800	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

**Security Services**

**Serco Australia Pty Ltd**

**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 80					>0% - 10%
81 - 200					>10% - 25%
201 - 400					>25% - 50%
401 - 600					>50% - 75%
601 - 800					>75% - 100%


**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	Transport			per Km	
	<b>No of People in Detention per Movement</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Escort (Extreme Risk)</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
<b>1</b>	<b>Escort (High Risk)</b>				
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
<b>1</b>	<b>Escort (Medium Risk)</b>				
1 - 3		Fixed and Variable			
4 - 9		Fixed and Variable			
10 - 25		Fixed and Variable			
26 - 50		Fixed and Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
1	<b>Escort (Low Risk)</b>				
	1 - 3	Fixed and Variable			
	4 - 9	Fixed and Variable			
	10 - 25	Fixed and Variable			
	26 - 50	Fixed and Variable			
1	<b>Additional Drivers</b>				
	Per additional driver	Fully Variable			
1	<b>Air Travel Escorts</b>				
	Domestic	Fully Variable			
	International	Fully Variable			

**Transport and Escort Services**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable	Mark-up (% bid on Cost +)
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**Totals by bands:**

- 1 - 3
- 4 - 9
- 10 - 25
- 26 - 50




**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Both schedules of labour rates (i.e. "Award plus mark-up" and "Bid rates") are based on normal working hours from 6am-6pm**

Personnel category	Award plus mark-up		Bid rates	
	Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
Catering - Chefs	Serco IDC Agreement 2008 (Draft)			
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)			
Security	Serco IDC Agreement 2008 (Draft)			
Cleaning	Serco IDC Agreement 2008 (Draft)			
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)			

**NOTE: Overtime labour rates (i.e. "Award plus mark-up" and "Bid rates") are for extraordinary working hours from 6am-6pm**

**Additional Services - Labour Rates**  
**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

		Award plus mark-up		Bid rates	
		Relevant Award	Mark up on Award %	Junior staff/roles \$/hr	Mid-level staff/roles \$/hr
<b>State Holiday rates</b>					
Catering - Chefs	Serco IDC Agreement 2008 (Draft)				
Catering - Serving Staff	Serco IDC Agreement 2008 (Draft)				
Security	Serco IDC Agreement 2008 (Draft)				
Cleaning	Serco IDC Agreement 2008 (Draft)				
Grounds Maintenance	Serco IDC Agreement 2008 (Draft)				

**Mark-ups**

Serco Australia Pty Ltd

Villawood Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

People in Detention Services	
Various Services	Mark-up
Facilities Management	
Maintenance	Mark-up
Cordell Benchmark	Discount
Rawlinson Benchmark	Discount
Business Services	
Various Services	Mark-up
Security Services	
Various Services	Mark-up
Transport and Escort Services	
Various Services	Mark-up

**Mark-ups**

Serco Australia Pty Ltd

Villawood Immigration Detention Centre

All Fees are GST inclusive as indicated in Schedule 5

Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

<b>Additional Services</b>	
	Mark-up
<b>Ramp-up from contingency</b>	
	Mark-up
<b>Ramp-down to contingency</b>	
	Mark-up
<b>Alternative Detention Disbursements</b>	
	Mark-up
<b>Efficiency Dividend Premium (above 1.25%)</b>	
	P %

**Summary**

Serco Australia Pty Ltd  
 Villawood Immigration Detention Centre

**Summary table**

Table below summarises the fixed fee and variable rates for:  
 People in Detention Services  
 Facilities Management and Support Services  
 Business Services  
 Security Services

Capacity Level	Fixed Fee Component			Variable Fee Component		
	No. of People in Detention	Capacity Band	(\$ per day) excl. GST	(\$ per Person in Detention per day) excl. GST	inc. GST	inc. GST
<b>Contingency</b>						
<b>Hot Contingency</b>						
1 - 80	>0% - 10%					
81 - 200	>10% - 25%					
201 - 400	>25% - 50%					
401 - 600	>50% - 75%					
601 - 800	>75% - 100%					
Above capacity		>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies

NB: Excludes cost plus fees and variable components of the Transport and Escort Services

**Summary**

**Serco Australia Pty Ltd**  
**Villawood Immigration Detention Centre**


**Transport and Escort Services**

Table below summarises the fixed fee for:  
 Transport and Escort Services

<b>Vehicle Capacity Level</b>	<b>Total Fixed Component</b>	
	(\$ per day)	
	excl. GST	inc. GST
1 - 3		
4 - 9		
10 - 25		
26 - 50		

Table below summarises the variable fees for:  
 Transport and Escort Services

<b>Capacity Level</b>	<b>Variable Fee Component per km</b>		<b>Variable Fee Component per hour</b>	
	(\$ per km)		(medium risk Person in Detention)	
	excl. GST	inc. GST	excl. GST	inc. GST
No of People in Detention per movement				
1 - 3				
4 - 9				
10 - 25				
26 - 50				



**Immigration Detention Centres**  
**Schedule 5**  
**Annexure A (Pricing Tables)**

**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**  
**Alternative Place of Detention**

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**People in Detention Services including Programs & Activities**

Serco Australia Pty Ltd  
 Christmas Island Workers' Camp

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>1 Well-Being of People in Detention</b>					
	<b>People in Detention</b>				
	Hot Contingency	Fully Fixed			
	1 - 35	Fixed and Variable			
	36 - 88	Fixed and Variable			
	89 - 175	Fixed and Variable			
	176 - 263	Fixed and Variable			
	264 - 350	Fixed and Variable			
		<b>Capacity band</b>			
		>0% - 10%			
		>10% - 25%			
		>25% - 50%			
		>50% - 75%			
		>75% - 100%			

<b>2 Reception, Transfer, Accommodation and Discharge of People in Detention</b>					
	<b>Hot Contingency</b>	Fully Fixed			
	1 - 35	Fixed and Variable			
	36 - 88	Fixed and Variable			
	89 - 175	Fixed and Variable			
	176 - 263	Fixed and Variable			
	264 - 350	Fixed and Variable			
		<b>Capacity band</b>			
		>0% - 10%			
		>10% - 25%			
		>25% - 50%			
		>50% - 75%			
		>75% - 100%			



**People in Detention Services including Programs & Activities**

Serco Australia Pty Ltd  
 Christmas Island Workers' Camp

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>3 Individual Management</b>					
	Hot Contingency	Fully Fixed			
1 - 35	>0% - 10%	Fixed and Variable			
36 - 88	>10% - 25%	Fixed and Variable			
89 - 175	>25% - 50%	Fixed and Variable			
176 - 263	>50% - 75%	Fixed and Variable			
264 - 350	>75% - 100%	Fixed and Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>4 Property of People in Detention</b>					
	Hot Contingency	Fully Fixed			
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

**People in Detention Services including Programs & Activities**

Serco Australia Pty Ltd

Christmas Island Workers' Camp

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency					
1 - 35				>0% - 10%	
36 - 88				>10% - 25%	
89 - 175				>25% - 50%	
176 - 263				>50% - 75%	
264 - 350				>75% - 100%	


**Facilities Management & Support Services**

Serco Australia Pty Ltd

Christmas Island Workers' Camp

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
4	Catering				
	Hot Contingency	Fully Fixed			
	1 - 35	Fixed and Variable			
	36 - 88	Fixed and Variable			
	89 - 175	Fixed and Variable			
	176 - 263	Fixed and Variable			
	264 - 350	Fixed and Variable			

**Totals by bands:**

Contingency					
Hot Contingency					
1 - 35	>0% - 10%				
36 - 88	>10% - 25%				
89 - 175	>25% - 50%				
176 - 263	>50% - 75%				
264 - 350	>75% - 100%				

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**1 Business Services Plan**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

**2 Human Resource Management**

People in Detention	Capacity band	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
Hot Contingency		Fully Fixed			
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Alternative Detention				
	Hot Contingency				
	1 - 35	>0% - 10%			
	36 - 88	>10% - 25%			
	89 - 175	>25% - 50%			
	176 - 263	>50% - 75%			
	264 - 350	>75% - 100%			

4 Contract and Relationship Management					
SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
	Hot Contingency				
	1 - 35	>0% - 10%			
	36 - 88	>10% - 25%			
	89 - 175	>25% - 50%			
	176 - 263	>50% - 75%			
	264 - 350	>75% - 100%			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>5 Records Management</b>					
	Hot Contingency	Fully Fixed			
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

<b>6 Information Technology Requirements</b>					
	Hot Contingency	Fully Fixed			
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>7 Incident Management</b>					
	Hot Contingency				
1 - 35	>0% - 10%	Fully Variable			
36 - 88	>10% - 25%	Fully Variable			
89 - 175	>25% - 50%	Fully Variable			
176 - 263	>50% - 75%	Fully Variable			
264 - 350	>75% - 100%	Fully Variable			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>8 Business Continuity</b>					
	Hot Contingency				
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>9 Reporting of Service Delivery</b>					
	Hot Contingency				
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
<b>10 Quality Management and Continuous Improvement</b>					
	Hot Contingency				
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			



**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
11	Stores				
	Hot Contingency	Fully Fixed			
	1 - 35	Fixed and Variable			
	36 - 88	Fixed and Variable			
	89 - 175	Fixed and Variable			
	176 - 263	Fixed and Variable			
	264 - 350	Fixed and Variable			

**Business Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**Totals by bands:**

Hot Contingency	
1 - 35	>0% - 10%
36 - 88	>10% - 25%
89 - 175	>25% - 50%
176 - 263	>50% - 75%
264 - 350	>75% - 100%


**Security Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
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**1 Delivery of Security Services**

**People in Detention Capacity band**

Hot Contingency		Fully Fixed			
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

**2 Entry Control**

Hot Contingency		Fully Fixed			
1 - 35	>0% - 10%	Fully Fixed			
36 - 88	>10% - 25%	Fully Fixed			
89 - 175	>25% - 50%	Fully Fixed			
176 - 263	>50% - 75%	Fully Fixed			
264 - 350	>75% - 100%	Fully Fixed			

**Security Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
3	Centre Security				
	Hot Contingency	Fully Fixed			
	1 - 35	Fully Fixed			
	36 - 88	Fully Fixed			>0% - 10%
	89 - 175	Fully Fixed			>10% - 25%
	176 - 263	Fully Fixed			>25% - 50%
	264 - 350	Fully Fixed			>50% - 75%
		Fully Fixed			>75% - 100%

**Security Services**  
**Serco Australia Pty Ltd**  
**Christmas Island Workers' Camp**

All Fees are GST inclusive as indicated in Schedule 5  
 Annual indexation will be applied to the components of the Detention Services Fees (excluding the rate of mark-up on Pass Through Costs and the Efficiency Dividend Premium)

SOR Ref #	Service Task	Payment Mechanism	Fixed \$/day	Variable \$/head/day	Mark-up (% bid on Cost +)
-----------	--------------	-------------------	--------------	----------------------	---------------------------

**Totals by bands:**

Hot Contingency	
1 - 35	>0% - 10%
36 - 88	>10% - 25%
89 - 175	>25% - 50%
176 - 263	>50% - 75%
264 - 350	>75% - 100%


**Summary**

Serco Australia Pty Ltd  
 Christmas Island Workers' Camp

**Summary table**

Table below summarises the fixed fee and variable rates for:  
 People in Detention Services  
 Facilities Management and Support Services  
 Business Services  
 Security Services

Capacity Level	Fixed Fee Component			Variable Fee Component		
	No. of People in Detention	Capacity Band	(\$ per day) excl. GST	(\$ per Person in Detention per day) excl. GST	inc. GST	inc. GST
Contingency						
Hot Contingency						
1 - 35		>0% - 10%				
36 - 88		>10% - 25%				
89 - 175		>25% - 50%				
176 - 263		>50% - 75%				
264 - 350		>75% - 100%				
Above capacity			>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies	>75% - 100% band applies

NB: Excludes cost plus fees and variable components of the Transport and Escort Services



**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 5  
DETENTION SERVICES FEE**

**ATTACHMENT B  
INVOICE DETAILS**

## 1. INVOICE DETAILS

1.1 The basic principles behind invoices issued by the Service Provider to the Department, is that invoices must:

- (a) meet Australian Taxation Office requirements of a tax invoice as required by GST Law;
- (b) be accurate;
- (c) meet the requirements of the *Financial Management and Accountability Act 1997*; and
- (d) provide disclosure of the basis of all components of the Detention Services Fee charged to the Department (including relevant calculations).

1.2 The Service Provider must provide:

- (a) separate invoices for each category of payment, for each Facility; and
- (b) separate invoices for:
  - (i) National fees (National Corporate Overhead, fees associated with managing Transport and Escort Services in Queensland and South Australia);
  - (ii) Transition In fees; and
  - (iii) Transition Out fees.

1.3 As a minimum, each invoice submitted by the Service Provider must:

- (a) relate to one Facility only;
- (b) clearly identify the category of goods or service outlined in the Contract for which payment is requested and fees as outlined in **Schedule 5** (Detention Services Fee);
- (c) the relevant date of period to which the invoice relates;
- (d) the total amount for which payment is requested;
- (e) subtotals where applicable; and
- (f) be accompanied by any relevant supporting documentation.

1.4 As a minimum, supporting documentation must:

- (a) be in the form of a Microsoft Excel spreadsheet;
- (b) specify each separate component and sub-component (where applicable) of the payment and as advised by the Department; and



(c) in the case of Pass Through Costs and fees for Additional Services, include a numbered, itemised schedule of all supporting documentation and hard copy of receipts (tax exempt), tax receipts and tax invoices.

1.5 Invoices in relation to fees for Transition In and Transition Out must be provided in accordance with **Schedule 5** (Detention Services Fee), the Transition In Plan and the Transition Out Plan, once Certificates of Attainment are granted (where applicable in accordance with **Schedule 6** (Transition Requirements)).

## **2. ONGOING REVIEW OF INVOICES**

2.1 The Department and the Service Provider will regularly review the structure and detail of invoices, including during the Transition In Period.



**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

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**SCHEDULE 6**  
**TRANSITION REQUIREMENTS**

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## **1. TRANSITION IN**

### **1.1 Aim of Transition Process**

- (a) Transition In has the following key aims:
  - (i) effect a seamless Transition In to new arrangements for the provision of the Services, without any reduction in the scope and quality of Services provided to People in Detention;
  - (ii) ensure the Service Provider understands, and behaves in a way consistent with, the Department's vision for the Immigration Detention environment and the Immigration Detention Values; and
  - (iii) minimise costs for the Department.

### **1.2 Expectations**

- (a) The Service Provider must:
  - (i) comply with the Transition In Plan;
  - (ii) work collaboratively with all relevant parties, including the:
    - (A) Health Services Manager;
    - (B) IRH/ITA Service Provider;
    - (C) Department; and
    - (D) Incumbent Service Provider;
  - (iii) effect a smooth delivery of Services to People in Detention during the Transition In Period;
  - (iv) cooperate with the Department and the Incumbent Service Provider to facilitate the handover of responsibilities for service provision in accordance with the Transition In Plan.

### **1.3 Transition Steering Committee**

- (a) The Transition Steering Committee and the Transition In Committee will have oversight of the Transition In process.
- (b) The Transition Steering Committee will consist of representatives from the:

- (i) Department;
  - (ii) Service Provider;
  - (iii) Incumbent Service Provider; and
  - (iv) Health Services Manager (on an as required basis).
- (c) The Transition Steering Committee will meet at least every fortnight during the Transition In Period, or as otherwise required by the Department or the Service Provider.

#### 1.4 **The Transition In Process**

- (a) The Transition In process will be conducted on a Facility by Facility basis.
- (b) The Transition In Period is the period of five months from the Commencement Date.
- (c) The Service Provider must have assumed responsibility for provision of all Services at all Facilities prior to the end of the Transition In Period.
- (d) The Department will provide the Service Provider with access, on any terms the Department reasonably requires, to all Facilities on and from the Commencement Date.

#### 1.5 **Transition In Milestones**

- (a) The Service Provider must achieve Milestones at the times specified in the Transition In Plan.
- (b) The Department will certify achievement of a Milestone by issuing a Certificate of Attainment.
- (c) If the Milestone is not achieved, the Service Provider may be required to re-submit any deliverables or repeat any tests.
- (d) Where a Milestone relates to the Service Provider's ability to provide the Services in an entire Facility, once these Milestones are achieved, the Service Provider must take over responsibility for providing those Services from the Incumbent Service Provider.
- (e) Failure to meet all of the Milestones for a Facility by the Handover Date for that Facility will result in liquidated damages being payable in accordance with **clause 9** of the Main Terms and Conditions of the Contract.

- (f) Once the Department has issued a Certificate of Attainment in respect of a Milestone, the Service Provider will be entitled to invoice the Department for the Milestone Payment linked to satisfaction of the relevant Milestone.

#### 1.6 The Base Period

- (a) The Base Period for each Facility is the period of three months commencing on the:
  - (I) Handover Date for the Facility; or
  - (II) date on which the Service Provider receives the final Certificate of Attainment in respect of the Facility,whichever date is later.
- (b) The Base Period will not exceed the period of six months from the Commencement Date.
- (c) The Base Period for each Facility may commence and end at different times.
- (d) During the Base Period, no Incentives or Abatements will be applied as a result of Performance against the Indicator Metrics set out in **Schedule 4.1** (Performance Management Manual).

#### 1.7 Acceptance Testing

- (a) The Department will conduct Acceptance Testing of the Services at each Facility, within the period of four weeks after the Handover Date at each Facility.
- (b) If the Service Provider is unable to assume responsibility for provision of all of the Services at a Facility by the Handover Date, the Department reserves the right to conduct Acceptance Testing in relation to those Services for which the Service Provider has received a Certificate of Attainment.
- (c) Acceptance Testing will be the mechanism by which the Department assures itself that the Service Provider is providing the full range of Services in accordance with the Contract.
- (d) The Department will conduct Acceptance Testing for each Service Line, Facility by Facility.
- (e) The Department will provide feedback to the Service Provider regarding whether the manner in which the Services are being delivered would enable the Service Provider to meet the Performance Requirements set out

in **Schedule 4.1** (Performance Management Manual) after the Base Period.

- (f) The Department will also conduct Acceptance Testing for Facilities which have Hot Contingency or Contingency status as at the Commencement Date.
- (g) If the Acceptance Tests are passed by the Service Provider, the Department will issue an Acceptance Certificate.
- (h) If the Acceptance Tests are not passed by the Service Provider, the Department may require the Service Provider to take corrective action and repeat any Acceptance Tests.
- (i) Failure to pass any Acceptance Test will not result in an extension of the Base Period and Incentives and Abatements will be applied following the end of the Base Period.

## **2. TRANSITION OUT**

### **2.1 Aims of the Transition Out Process**

- (a) The Transition Out process will have the following key aims:
  - (i) effect a seamless Transition Out to new contract arrangements for the provision of Detention Services at Facilities, without any reduction in service delivery standards for People in Detention;
  - (ii) ensure the incoming service provider understands, and behaves in a way consistent with, the Department's vision for the detention environment and the Immigration Detention Values; and
  - (iii) minimise cost duplication for the Department.

### **2.2 Expectations**

- (a) At the conclusion of the Term, the Service Provider must work collaboratively with all relevant parties (including future service providers and the Department) to affect a seamless Transition Out of Services to any new contractual arrangements, or to effect a well ordered Contract termination.
- (b) Within six months of the Commencement Date, the Service Provider must provide the Department with a draft Transition Out Plan, for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), which outlines the tasks required to effect a smooth Transition Out to a new service provider or to the Department.

- (c) The Service Provider must regularly update the Transition Out Plan over the Term to ensure that it is consistent with the Services provided, and to ensure that it best facilitates the smooth Transition Out of Services.
- (d) The Service Provider must conduct the Transition Out Process in accordance with the Transition Out Plan.
- (e) The Service Provider must provide all information required by the Department and future service providers to affect a smooth Transition Out.
- (f) During the Transition Out period, the Service Provider must provide full access to the Facilities for Department Personnel and any Successor service provider personnel to enable them to conduct Transition Out tasks.





**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 6  
TRANSITION REQUIREMENTS**

**ATTACHMENT A  
TRANSITION IN PLAN**

**TRANSITION IN PLAN FOR THE CONTRACT FOR THE PROVISION OF DETENTION SERVICES IN RELATION TO PEOPLE IN DETENTION AT IMMIGRATION DETENTION CENTRES**  
**Department of Immigration and Citizenship (DIAC)**

**Caveat: The following Milestones are high level and will be subject to Certificates of Attainment**  
**Caveat: Further detailed planning of the Transition process will be undertaken early in the Transition in period.**

Date	National Milestones	Christmas Island Sites Milestones	Mainland Sites Milestones	Payment
29-Jun-09	Contract Signature			
14-Aug-09	All Schedule 15 plans drafted and provided to DIAC (as per contract Policies and Procedures Manual complete Transport & Escort vehicles procured (not delivered) Subcontractor agreements for DIAC approval	Procurement Plan Rostering Plan IT&SAP Plan CI Sites Specific plans drafted and provided to DIAC		
15-Sep-09	All Insurances activated with proof to DIAC All Mainland Site Specific plans drafted and provided to the DIAC	CI Sites IT Infrastructure assessed	Procurement Plans for all sites Rostering Plans for all sites IT&SAP Plan for all sites	
30-Sep-09	Enterprise Bargaining Agreement finalised and signed All IT infrastructure completed	Asset Valuation Audit All training complete All IT infrastructure completed Transport & Escort vehicles delivered Catering requirements complete	All IT infrastructure assessed All Sites Specific plans drafted and provided to DIAC	

**Note:** The following milestones must be achieved for each of the Mainland Sites at the dates listed below:  
 Asset Valuation Audit; All training complete; All IT infrastructure completed; Transport and Escort vehicles onsite; Catering requirements complete

14-Oct-09	Perth			
21-Oct-09	Maribyrnong			
28-Oct-09	Villawood			
11-Nov-09	Northern			
				<b>TOTAL</b>



**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 7**  
**KEY PERSONNEL AND APPROVED**  
**SUBCONTRACTORS**

**1. Key Personnel**

1.1 Key Personnel and Key Positions of the Service Provider are set out in the table below:

*[Note: Text has been deleted as it is commercial-in-confidence or sensitive]*

Key Personnel	Key Position

**2. Approved Major Subcontractors**

2.1 The initial Approved Major Subcontractors are as follows:

Nil



**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 10**  
**CONFIDENTIAL INFORMATION**

The Service Provider's Confidential Information is limited to the information set out in Table 1.

<b>Service Provider Confidential Information</b>	<b>Period of Confidentiality</b>
Employee work rosters List of employees Job descriptions Organisational charts	Term of Contract

**Table 1 – Service Provider Confidential Information**



**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 11**  
**CONFIDENTIALITY DEED**

## SCHEDULE 11 – CONFIDENTIALITY DEED

**THIS DEED POLL** is made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_  
in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of  
Immigration and Citizenship (**the Department**)

BY [*Insert name and address of Confidant*] (**the Confidant**)

### RECITALS

- A The Department and Serco Australia Pty Limited (**Service Provider**) have entered into a contract under which the Service Provider will provide the Services to the Department.
- B. The performance of the Services requires access to information confidential to the Department.
- C. The Confidant will be performing Services.

### THE CONFIDANT DECLARES AS FOLLOWS:

#### 1. INTERPRETATION

- 1.1 All terms used in this Deed have the same meaning as is given to them in the Contract, and in particular, the following terms have the following meaning:

**Contract** means the Contract between the Department and the Service Provider for the provision of Services dated 29 June 2009.

**Department Confidential Information** means information that:

- (a) is by its nature confidential;
- (a) is designated by the Department or any law as confidential; or
- (b) the Confidant knows or ought to know is confidential;

and includes to the extent that it is confidential:

- (c) information comprised in or relating to any Intellectual Property of the Department;
- (d) information relating to contractors or suppliers to the Department; and
- (e) information relating to Department Data,

but does not include information which:

- (f) is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation; or
- (g) has been independently developed or acquired by the Confidant as established by written evidence.



**Department Data** means all data and information relating to the Department, and its operations, facilities, customers, clients, constituents, personnel, assets and programs in whatever form that information may exist and whether entered into, stored in, generated by or processed through the Services by or on behalf of the Department and any other data in relation to which the Services are provided.

**Intellectual Property** or **IP** includes business names, copyrights, and all rights in relation to inventions, patents, registered and unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Services** means the Detention Services specified in the Contract.

## **2. NON DISCLOSURE**

- 2.1. Subject to **clause 3** hereof, the Confidant must not copy, reproduce or disclose any Department Confidential Information without the prior written consent of the Department, which consent the Department may grant or withhold in its absolute discretion.

## **3. RESTRICTION ON USE**

- 3.1. The Confidant must use Department Confidential Information only for the purpose of performing the Services. In particular the Confidant must not access, use, modify, disclose or retain any Personal Information the Confidant has acquired through the performance of the Services except for the purpose of performing the Services.

## **4. CRIMES ACT**

- 4.1. The Confidant acknowledges that section 3(1) of the Crimes Act 1914 states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth".
- 4.2. The Confidant acknowledges that:
- (b) any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of Personal Information stored in any computer in the course of performing, a contract with the Commonwealth is an offence under Part VIA of the *Crimes Act 1914* to which may attract a substantial penalty, including imprisonment; and
  - (c) the publication or communication by the Confidant of any fact or document which has come to their knowledge or into their possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years (section 70) or seven years (section 79) imprisonment.

**5. DELIVERY UP OF DOCUMENTS**

- 5.1. The Department may, at any time and without notice, demand, either orally or in writing, the delivery to the Department of all documents in the possession or control of the Confidant which contain Department Confidential Information.

**6. CONFLICT OF INTEREST**

- 6.1. The Confidant warrants that no conflict of interest exists or is likely to arise in the performance of the Services.
- 6.2. The Confidant warrants that it will not permit any situation to arise or engage in any activity during the performance of the Services which may result in a conflict of interest.

**7. SURVIVAL OF OBLIGATIONS**

- 7.1. The obligations in this Deed are perpetual.

**8. INDEMNITY**

**Note:** *This clause can be deleted where the Confidant is an individual.*

- 8.1. The Confidant indemnifies the Department and its officers, employees and agents against any claim, loss, liability or expense incurred by them which is caused or contributed to by:
- (d) the Confidant's failure to comply with this Deed; or
  - (e) the act or omission of the Confidant's employees, agents or subcontractors in relation to Department Confidential Information.
- 8.2. The Services Provider agrees that the Department may enforce the indemnity in **clause 8.1** in favour of any Department officers, employees or agents.

**Executed as a Deed**

**Drafting Note:** *Signature block appropriate to the nature of the Confidant to be used.*

**SIGNED, SEALED and DELIVERED** by  
[*Confidant*] in the presence of:

\_\_\_\_\_  
Signature of Confidant

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**THE COMMON SEAL** of [*Confidant*],  
the fixing of which was witnessed by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name



**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 12**  
**DEED OF NON-DISCLOSURE OF PERSONAL**  
**INFORMATION**

## SCHEDULE 12 – DEED OF NON-DISCLOSURE OF PERSONAL INFORMATION

**THIS DEED POLL** is made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_  
in favour of the COMMONWEALTH OF AUSTRALIA represented by the Department of  
Immigration and Citizenship (**the Department**)

BY [*Insert name and address of Recipient*] (the **Confidant**)

1. The Confidant understands that in the course of performing duties in relation to a Contract between the Department and Serco Australia Pty Limited (**Service Provider**) dated 29 June 2009 (**Contract**) for the Detention Services, the Confidant may have access to personal information, being information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion (**Personal Information**).
2. The Confidant acknowledges and agrees that it may not access, use, disclose, publish, communicate or retain, or otherwise deal with in any way, Personal Information except in the course of, and for the purpose of, performing its duties in relation to the Contract.
3. The Confidant agrees, with respect to all Personal Information to which it has access in the course of performing duties in relation to the Contract, to:
  - (a) not do any act, or engage in any practice that would breach:
    - (i) the Services Provider's obligations under the Contract to protect Personal Information if done or engaged in by the Services Provider; or
    - (ii) the Information Privacy Principles set out in the *Privacy Act 1988* (Cth) (**Privacy Act**) if done or engaged in by the Department;
  - (b) implement all reasonable measures to assist the Department in meeting the obligations under the Privacy Act concerning the security, use and disclosure of information to which the Department is subject in respect of that Personal Information;
  - (c) co-operate with any reasonable demands or enquiries made by the Commonwealth Privacy Commissioner;
  - (d) not disclose such Personal Information without the written authority of the Department except in the course of, and for the purpose of, performing the Contract, and it will immediately notify the Department where it becomes aware that a disclosure of such information may be required by law;
  - (e) ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the Department has obligations under the Privacy Act is made aware of, and undertakes in writing, to observe the provisions of this Deed;
  - (f) take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other

misuse and that only Service Provider Personnel have access to it. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;

- (g) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Department;
- (b) inform any person, on his or her request, in writing of the content of any provision of the Contract that is inconsistent with an approved privacy code binding the Service Provider or a National Privacy Principle as set out in the Privacy Act, in accordance with the Service Provider's obligations under section 95C of the Privacy Act;
- (c) immediately to notify the Department when the Confidant becomes aware of a breach of any obligation concerning security, use and disclosure of such Personal Information relating by itself or any representative, employee or officer;
- (d) notify the Department of, and co-operate with the Department in the resolution of, any complaint alleging an interference with privacy;
- (e) give to any person, on his or her request, having taken reasonable steps to satisfy itself of that person's identity, access to that person's Personal Information held by the Service Provider, except to the extent that the Service Provider is required or authorised by law to refuse to provide the person with access to that Personal Information;
- (f) if requested to correct or update such Personal Information by a person to whom the Personal Information relates, take reasonable steps to correct or update the Personal Information;
- (g) upon written notice from the Department, destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected;
- (h) not adopt as its own identifier of a person an identifier that has been assigned by the Department, or use or disclose any such identifier except for the purpose of fulfilling its obligations under the Contract, or where required or authorised by law; and
- (i) if the Personal Information is sensitive information or health information, as those terms are defined in the Privacy Act, not collect, use or disclose such information without the consent of the person to whom that information relates, subject to any exception provided for by law.

4. The Confidant agrees that its obligations under this Deed and to perform duties in relation to the Contract:
  - (a) to the extent of any inconsistency with the National Privacy Principles in the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law, take priority to the fullest extent permitted by applicable law; and
  - (b) to the extent not so inconsistent, are in addition to any obligations the Confidant may have under the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law.
5. The Confidant acknowledges that failure by it to comply with the obligations under the Privacy Act in accordance with **paragraph 3** may result in the Service Provider or the Department taking action against the Confidant (including, without limitation, disciplinary action).
6. The Confidant acknowledges that any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing a contract with the Commonwealth may be an offence under Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including imprisonment.
7. The Confidant acknowledges that:
  - (a) section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth";
  - (b) the publication or communication by the Confidant of any fact or document which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under section 70 or 79 of the *Crimes Act 1914* (Cth), punishment for which may be a maximum of two years (section 70) to seven years (section 79) imprisonment and if the Confidant is not an employee of the Service Provider, the Confidant agrees to act in accordance with the obligations in section 79 of the *Crimes Act 1914* (Cth) as if it was bound by that provision; and
  - (c) it is an offence under Division 137 of the *Criminal Code 1995* (Cth) to give false and misleading information to the Commonwealth or its officers or agents.
8. The Confidant agrees to treat all Personal Information with the utmost care and to protect that information at all times in accordance with all security and privacy requirements imposed by the Contract on persons performing duties in relation to the Contract.
9. The Confidant acknowledges and agrees that this Deed survives the termination or expiry of any contract providing for the performance of services by it (whether directly or indirectly) in relation to the Contract.
10. This Deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this Deed.

11. Without limiting the rights of the Department to enforce this Deed, the Department may also enforce this Deed against the Confidant.

**Executed as a Deed**

*[Drafting Note: Use appropriate signature block.]*

**SIGNED, SEALED and DELIVERED** by  
[*Confidant*] in the presence of:

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**THE COMMON SEAL** of [*Confidant*],  
the fixing of which was witnessed by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name





**Australian Government**

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**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 13  
INSURANCE**

### SCHEDULE 13 – INSURANCE

The Service Provider must effect and maintain or cause to be effected and maintained under one or more policies of insurance (without requiring any risk to be double insured):

- (a) public and products liability insurance, written on an occurrence basis, with a limit of indemnity of at least *[Note: Text has been deleted as it is commercial-in-confidence or sensitive]* in respect of each and every occurrence, and in respect of products liability only also in the aggregate for all occurrences arising during any one 12 month policy period, and which covers:
  - (i) the Service Provider's liability and the liability of its employees (including to the Department); and
  - (ii) the Department's vicarious liability (and its liability as principal arising from a breach of its non-delegable duty of care) for the acts or omissions of the Service Provider and its employees;

in respect of:

- (iii) loss of, damage to, or loss of use of any real or personal property (including the Facilities, Department Assets, Loose Assets, Department Material and other Department or Client property in the care, custody or control of the Service Provider to the extent not insured under the insurance referred to at **section (g)** below); and
- (iv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (except employees of the Service Provider);

arising out of or in connection with the Service Provider's negligent performance of any Services or this Contract, or any products manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed including packaging or any container (other than a Vehicle) and, without limitation arising out of or in connection with the Service Provider's delivery of People in Detention to any aircraft for transportation;

- (b) workers' compensation insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Service Provider under this Contract including employees, Subcontractors and consultants or their dependents:
  - (i) giving rise to a claim under any statute relating to workers' or accident compensation to the level, and as required by the relevant state or territory law;
  - (ii) where common law claims are possible outside of the statutory scheme referred to at **section (i)** above, for employer's liability at common law with a limit of indemnity of not less than *[Note: Text has been deleted as it is commercial-in-confidence or sensitive]* for any one event and in the aggregate for any 12 month policy period;

- (iii) in each State or Territory where the Service Provider's employees normally reside or where their contract of employment was made; and
  - (iv) where possible under the relevant law or scheme governing workers compensation insurance and in respect of all employers' liability policies, extending to indemnify the Department for its liability as principal;
- (c) professional indemnity or errors and omissions insurance:
- (i) which covers the liability the Service Provider and its employees or consultants arising from a breach of duty owed in a professional capacity, or an error or omission in judgment;
  - (ii) which insures the Department for its liability as principal (including liability arising from the Department's non-delegable duty of care) for the acts or omissions of the Service Provider, Service Provider Personnel and Subcontractors;
  - (iii) extending to include cover for unintentional breaches of Intellectual Property rights; and
  - (iv) with a limit of indemnity of at least *[Note: Text has been deleted as it is commercial-in-confidence or sensitive]* in respect of each claim and in the aggregate for all claims in any one 12 month policy period, and with one automatic right of reinstatement;
- (d) fidelity guarantee insurance with a limit of not less than *[Note: Text has been deleted as it is commercial-in-confidence or sensitive]* in the aggregate for all claims during the policy period;
- (e) except to the extent insured under the industrial special risks policy or public liability policy effected, or caused to be effected, by the Service Provider in compliance with this Contract, motor vehicle insurance for not less than *[Note: Text has been deleted as it is commercial-in-confidence or sensitive]* for each and every occurrence which covers:
- (i) third party property damage arising from the use of any plant and equipment or vehicles (registered or unregistered) used in respect of the performance of the Services pursuant to this Contract; and
  - (ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person arising from the use of any unregistered plant and equipment or vehicles used in respect of the performance of the Services pursuant to this Contract;
- (f) compulsory third party motor vehicle insurance in respect of all registered vehicles used in the performance of any Services or this Contract as required by Law; and
- (g) industrial special risks insurance covering all Facilities, Department Assets, Loose Assets, and any other property of the Department and the Service Provider which is material to the Service Provider's ability to perform its obligations under this

Contract, against the risks of loss, damage or destruction caused by all insurable risks (including theft, malicious damage, fire, lightning, storm, flood and tempest) for their full reinstatement or replacement value and business interruption insurance for an indemnity period of not less than 12 months increased cost of working and loss of profit.



**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

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**SCHEDULE 14**  
**CHANGE CONTROL**

**SCHEDULE 14 – CHANGE CONTROL**  
**PART A – CONTRACT CHANGE PROPOSAL**

<b>Parties:</b>	THE COMMONWEALTH OF AUSTRALIA ( <b>the Department</b> )
	SERCO AUSTRALIA PTY LIMITED ( <b>the Service Provider</b> )
<b>Contract Details:</b>	Contract for services between the Department and the Service Provider
<b>Date:</b>	<i>[insert date of this Contract Change Proposal]</i>
<b>Contract Change Proposal No:</b>	<i>[insert sequential Contract Change Proposal No.]</i>
<b>Proposal Title:</b>	
<b>Operative provisions:</b>	<p>This <i>Change Proposal</i> is given pursuant to <b>clause 36 (Variation Procedure)</b> of the Contract.</p> <p>The Party proposing this change proposes the variations to the Contract specified in the schedule to this Change Proposal.</p>
<b>Enquiries:</b>	Any questions in relation to this notice should be directed to the officer issuing this notice as specified below:
<b>Issuing Officer:</b>	..... <i>[Insert details of person authorised to give the Notice]</i>
<b>Contract Details:</b>	..... <i>[Insert contact details of Issuing Officer]</i>
<b>Party proposing change</b>	<i>[The Department] or [the Service Provider]</i>

## Schedule to Change Proposal

### 1. THE VARIATIONS PROPOSED ARE AS FOLLOWS:

*[Insert details of the proposed variation(s) to the Contract including:*

- (a) details of the change and its extent (nature, scope, scale and technology employed);
- (b) a statement of reasons for proposing the change;
- (c) the steps required to implement the Contract Change Proposal;
- (d) the time within which the Service Provider proposes to implement the Contract Change;
- (e) the impact of the Contract Change Proposal on the delivery of Services under this Contract, including any necessary amendments to this Contract Plans and/or procedures in the format of old clause and marked up new clause;
- (f) the changes to the Detention Services Fee which the Service Provider proposes to apply to the change supported by reasons for the price change and relevant measurements or documents which support or validate the change;
- (g) a financial statement of the change in financial cost to the Service Provider as a result of the Contract Change Proposal certified by an accountant independent of the Service Provider declaring:
  - (i) the Change Proposal cannot be accommodated within the existing Detention Services Fee; and
  - (ii) the accuracy of the financial information provided to the Department;
- (h) details of the review the Service Provider has undertaken to allow the Contract Change Proposal to be accommodated within the existing requirements of this Contract, including the Detention Services Fee;
- (i) any reduction to the Detention Services Fee (if any) which the Service Provider proposes as a result of the Contract Change Notice, in order to reflect all cost savings to the Service Provider resulting from any changes to the Service Provider's then current arrangements or operations for the provision of the Services;
- (j) the adjustments (if any) to the Indicator Metrics and Key Performance Indicators which the Service Provider proposes as a result of the Contract Change Notice, and reasons for the adjustments;
- (k) any risks associated with the proposed change and any recommendations for minimising those risks; and

- (1) the Service Provider's reasonable costs of preparing this Contract Change Proposal.

**2. THE DATE OF EFFECT OF THE CONTRACT CHANGE IS PROPOSED TO BE**  
*[Insert Date]*

IN SIGNING THIS CONTRACT CHANGE PROPOSAL, THE SERVICE PROVIDER WARRANTS THAT ALL COSTS ARE REASONABLE AND PROFIT DOES NOT EXCEED THAT USED IN THE ORIGINAL DETENTION SERVICES FEE AND TAKE ACCOUNT OF ANY SAVINGS ON OTHER ASPECTS OF THE SERVICES AFFECTED BY THE CHANGE PROPOSAL.



## Additional Information

### 3. ADDITIONAL INFORMATION IS PROVIDED AS FOLLOWS:

<b>Service Provider Certification</b> <i>(Certification that the Service Provider and any Subcontractor costs are reasonable)</i>	
<b>Comments from the Service Administrator</b>	
<b>Comments from the Contract Administrator</b>	
<b>Other relevant documentation</b> <i>(Other information relevant to the proposal is attached, including a financial statement of the change in financial cost to the Service Provider)</i>	

**SIGNED** for and on behalf of **the Service Provider** by:

.....

Name: .....

Title .....

**PART B – VARIATION NOTICE**

**Contract Change Proposal No:**

**Contract No:**

The Contract Change Proposal referred to above is agreed in the form attached to this Variation Notice.

**Signed** for and on behalf of **Commonwealth of Australia**

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Name of Witness in full

**Signed** for and on behalf of **Serco Australia Pty Limited**

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Name of Witness in full

## PART C – DEED

### CONTRACT NUMBER:

This Deed is made on *[insert date]*

Between

**THE COMMONWEALTH OF AUSTRALIA**, represented by the Department of Immigration and Citizenship, ABN 68 706 814 312 (**the Department**)

and

**SERCO AUSTRALIA PTY LIMITED**, ABN 44 003 677 352 (**the Service Provider**)

### RECITALS:

- A The Department has entered into a contract with the Service Provider dated *[insert date]* (**the Contract**) for the provision of Services.
- B The Contract provides that Variations must be effected by way of a formal amendment.
- C The Department and the Service Provider propose to vary the Contract in accordance with the provisions of this Deed.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION

Terms defined in the Contract have the same meaning when used in this Deed.

#### 2. CONSIDERATION

Each Party acknowledges that it has received valuable consideration for entering into this Deed.

#### 3. AMENDMENT

- (a) The Contract is amended with effect on and from [specify the date of this Deed or another date specified in the Contract Change Proposal] (the Variation Date) as follows:

*[insert details of variation – ie clause # is deleted and replaced with #]*

- (b) **Clause 3(a)** does not affect any right or obligation that arises before the Variation Date.



**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

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**SCHEDULE 15**  
**DOCUMENT APPROVAL SCHEDULE**

## **SCHEDULE 15 – DOCUMENT APPROVAL SCHEDULE**

### **1. Submission of Draft Documents:**

- 1.1 Unless the Parties otherwise agree, the Service Provider must deliver to the Department:
- (a) at least 20 Business Days prior to the Commencement Date, a draft Transition-In Plan;
  - (b) within 10 Business Days after the Commencement Date, draft Conditions of Entry (Visitors) for each Centre;
  - (c) within 10 Business Days after the Commencement Date, draft Visitor Application Forms for each Centre;
  - (d) within 10 Business Days after the Commencement Date, a draft People in Detention Security Risk Assessment framework;
  - (e) within 20 Business Days after the Commencement Date, a draft Centre Security Services Plan;
  - (f) within 10 Business Days after the Commencement Date, draft Incident Management Protocols for each Centre;
  - (g) within 30 Business Days after the Commencement Date, a draft schedule of security exercises;
  - (h) within 10 Business Days after the Commencement Date, a list of restraints for approval by the Department;
  - (i) within 30 Business Days after the Commencement Date, draft Centre Contingency Plans & Procedures for each Centre;
  - (j) within 20 Business Days after the Commencement Date, a draft Business Services Plan;
  - (k) within 20 Business Days after the Commencement Date, a draft Hazard Analysis and Critical Control Point Plan for the provision of catering services in each Centre;
  - (l) within 20 Business Days after the Commencement Date, a draft Menu Plan for each Centre;
  - (m) within 30 Business Days after the Commencement Date, a draft Business Continuity Plan for each Centre;
  - (n) within 10 Business Days after the Commencement Date, a draft Relationship Management Plan;
  - (o) within 30 Business Days after the Commencement Date, a draft Maintenance Management Plan for each Centre;

- (p) within 30 Business Days after the Commencement Date, a draft Environmental Management System for each Centre;
- (q) within 30 Business Days after the Commencement Date, a draft Facilities Management Services Plan, noting that the Facilities Management Services Plan, including the following sub-plans:
  - (i) Pest Control Plan; and
  - (ii) Cleaning Services Plan;
- (r) within six months after the Commencement Date, a draft Transition Out Plan;
- (s) within 30 Business Days after the Commencement Date, a draft Occupational Health and Safety Plan;
- (t) within 30 Business Days after the Commencement Date, draft Records Management procedures; and
- (u) within the 30 Business Days after the Commencement Date, a draft Emergency Plan for each Centre.

1.2 Without limiting any obligation in **clause 1.1**:

- (a) the date for submission of all documents described in **clause 1.1**, except for the document described in **clause 1.1(r)**, must be within three months of the Commencement Date; and
- (b) the Service Provider must align the delivery of all documents described in **clause 1.1**, except for the document described in **clause 1.1(r)**, with relevant Milestones in the Transition In Plan.

**2. Finalisation of Documents:**

2.1 For each of the documents received in accordance with **clause 1**, the Department will provide the Service Provider with comments on that document no later than:

- (a) for the Transition-In Plan, 10 Business Days prior to the Commencement Date;
- (b) for the Conditions of Entry (Visitors), 20 Business Days after the Commencement Date;
- (c) for the Visitor Application Forms, 20 Business Days after the Commencement Date;
- (d) for the draft People in Detention Security Risk Assessment framework; 20 Business Days after the Commencement Date;
- (e) for the Centre Security Services Plan, 30 Business Days after the Commencement Date;

- (f) for the draft Incident Management Protocols, 20 Business Days after the Commencement Date;
- (g) for schedule of security exercises, 40 Business Days after the Commencement Date;
- (h) for the list of approved restraints, 20 Business Days after the Commencement Date;
- (i) for the Centre Contingency Plans & Procedures for each Centre , 40 Business Days after the Commencement Date;
- (j) for the Business Services Plan, 30 Business Days after the Commencement Date;
- (k) for the Hazard Analysis and Critical Control Point Plan for the provision of catering services in each Centre, 30 Business Days after the Commencement Date;
- (l) for the Menu Plans for each Centre, within 30 Business Days after the Commencement Date;
- (m) for the Business Continuity Plans for each Centre, 40 Business Days after the Commencement Date;
- (n) for the Relationship Management Plan 20 Business Days after the Commencement Date;
- (o) for the Maintenance Management Plan 40 Business Days after the Commencement Date;
- (p) for the Environmental Management System, 40 Business Days after the Commencement Date;
- (q) for the Facilities Management Services Plan, 40 Business Days after the Commencement Date;
- (r) for the Occupational Health and Safety Plan, 40 Business Days after the Commencement Date;
- (s) for the Records Management procedures, 40 Business Days after the Commencement Date;
- (t) for the Emergency Plan, within the 40 Business Days after the Commencement Date; and
- (u) for the Transition Out Plan, eight months after the Commencement Date.

2.2 Within three Business Days after receipt of the comments provided by the Department in accordance with **clause 2.1**, the Service Provider and the Department must meet to discuss the Department's comments and any amendments which may be required to the draft document.

- 2.3 Within five Business Days of the meeting with the Department in accordance with **clause 2.2**, the Service Provider must submit revised draft documents to the Department.
- 2.4 Within five Business Days of the receipt of a revised draft document delivered in accordance with **clause 2.3**, the Department must provide to the Service Provider additional comments (if any) with respect to the revised draft document.
- 2.5 Within five Business Days of receipt of the additional comments in accordance with **clause 2.4**, the Service Provider must deliver to the Department a final document. The date prescribed in this clause for the delivery of a final document must be:
- (a) in relation to any Centre-specific document, prior to the end of the Base Period for the relevant Centre; and
  - (b) in relation to any document that applies to all Centres, prior to the earliest date on which the Base Period for any Centre expires.
- 2.6 Within three Business Days of receipt of a final document in accordance with **clause 2.5**, the Department must approve that document. The Department may withhold approval of a document only if the Service Provider has materially failed to address the comments provided by the Department in accordance with **clauses 2.1** or **2.4**.
- 2.7 Where approval of a document is linked to a Milestone, the Department will issue a Certificate of Attainment upon the document being approved.
- 2.8 In addition to the Department 's rights under **clause 5.4(b)** of the Contract, if:
- (a) the Service Provider does not deliver a document in accordance with the timeframes stipulated in **clauses 1, 2.3** or **2.5** (other than as a result of a failure by the Department to meet the timeframes stipulated in **clauses 2.1, 2.2, 2.4, and 2.6**); or
  - (b) the Department withholds its approval in accordance with **clause 2.6**,
- the Department may withhold further payment under the Contract, whether or not those payments are due, until the Service Provider has delivered the document in accordance with this Schedule.

### **3. Annual Review and Update of Documents**

- 3.1 Unless the Parties otherwise agree, the Service Provider must deliver to the Department:
- (a) a revised version of the Conditions of Entry (Visitors) within 20 Business Days following each anniversary of the date the Conditions of Entry (Visitors) were approved under **clause 2.6**;
  - (b) a revised version of the Visitor Application Forms within 20 Business Days following each anniversary of the date the Visitor Application Forms were approved under **clause 2.6**;



- (c) a revised version of the Centre Security Services Plan at within 20 Business Days following each anniversary of the date the Centre Security Services Plan was approved under **clause 2.6**;
- (d) a revised version of the Incident Management Protocols at least 20 Business Days following each anniversary of the date the Incident Management Protocols were approved under **clause 2.6**;
- (e) a revised version of the Schedule of Security Exercises within 40 Business Days following each anniversary of the date the schedule of security exercises was approved under **clause 2.6**;
- (f) a revised version of the list of approved restraints within 40 Business Days following each anniversary of the date the list of approved restraints was approved under **clause 2.6**;
- (g) a revised version of the Centre Contingency Plans & Procedures for each Centre within 20 Business Days following each anniversary of the date the Centre Contingency Plans & Procedures were approved under **clause 2.6**;
- (h) a revised version of the Business Services Plan within 20 Business Days following each anniversary of the date the Business Services Plan was approved under **clause 2.6**;
- (i) a revised version of the Hazard Analysis and Critical Control Point Plan within 30 Business Days following each anniversary of the date the Hazard Analysis and Critical Control Point Plan was approved under **clause 2.6**;
- (j) a revised version of the Business Continuity Plans at within 30 Business Days following each anniversary of the date the Business Continuity Plans were approved under **clause 2.6**;
- (k) an Annual Report at least 30 Business Days prior to each anniversary of the Commencement Date;
- (l) a revised version of the Relationship Management Plan within 20 Business Days following each anniversary of the date the Relationship Management Plan was approved under **clause 2.6**;
- (m) a revised version of the Maintenance Management Plan at least 30 Business Days prior to each anniversary of the date the Maintenance Management Plan was approved under **clause 2.6**;
- (n) a revised version of the Environmental Management System within 30 Business Days following each anniversary of the date the Environmental Management System was approved under **clause 2.6**;
- (o) a revised version of the Facilities Management Services Plan within 30 Business Days following each anniversary of the date the Facilities Management Services Plan was approved under **clause 2.6**;

- (p) a revised version of the Transition Out Plan, within 30 Business Days following each anniversary of the date the Transition Out Plan was approved under **clause 2.6**;
  - (q) a revised version of the Transition Out Plan, at least six months prior to the scheduled expiration of the Contract; and
  - (r) a revised version of the Emergency Plans for each Centre by the anniversary of the Handover Date at each Centre.
- 3.2 For each of the documents received in accordance with **clause 3.1**, the Department will advise the Service Provider in writing whether it approves the revised document and may specify any amendments that are required before it will approve the document no later than 20 Business Days following receipt of that document from the Service Provider.
- 3.3 If the Service Provider is required to amend a document under **clause 3.2**, the Service Provider will make the amendments and submit the amended document to the Department within 10 Business Days of receipt of the document from the Department.
- 3.4 Within 10 Business Days of receipt of the amended document in accordance with **clause 3.3**, the Department must approve that document. The Department may withhold approval of a document only if the Service Provider has materially failed to address the amendments required by the Department in accordance with **clause 3.2**.
- 4. Revision of Documents upon Request by the Department:**
- 4.1 In addition to the annual review and update of documents under **clause 3**, the Department may direct the Service Provider to update a specific document to reflect legislative or policy changes within the Department or to address shortcomings in the document.
- 4.2 Within 20 Business Days after receipt of a direction from the Department in accordance with **clause 4.1**, the Service Provider and the Department must meet to discuss the Department's direction and any amendments which may be required to the document.
- 4.3 Within 10 Business Days of the meeting with the Department in accordance with **clause 4.2**, the Service Provider must submit an updated document to the Department.
- 4.4 Within 10 Business Days of receipt of the updated document in accordance with **clause 4.3**, the Department must approve that document. The Department may withhold approval of the document only if the Service Provider has materially failed to address the direction provided by the Department in accordance with **clause 4.1**.



**Australian Government**

**Department of Immigration and Citizenship**

**Detention Services Contract  
Immigration Detention Centres**

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**SCHEDULE 16  
LEGISLATION AND COMMONWEALTH  
POLICIES**

## 1. General Legislation and Legislative Instruments

The Service Provider must, in carrying out the Services under this Contract, to comply with all legislation, subordinate legislation and legislative instruments of the Commonwealth or State or Territory or local authority in force from time to time, including:

- (a) *Migration Act 1958* (Migration Act), and the following legislative instruments (without limitation):
  - (i) Direction No. 20 under the Migration Act - Powers Concerning the Entry of Visitors to Immigration Detention Centres;
  - (ii) Direction No. 25 under the Migration Act - Strip Search of Immigration Detainees; and
  - (iii) Direction No. 26 under the Migration Act - Screening Procedures In Relation to Immigration Detainees;
- (b) *Immigration (Guardianship of Children) Act 1946*;
- (c) *Fisheries Management Act 1991*;
- (d) *Torres Strait Fisheries Act 1984*;
- (e) *Environment Protection and Biodiversity Conservation Act 1999*;
- (f) *Christmas Island Act 1958*;
- (g) *Commonwealth Places (Application of Laws) Act 1970*;
- (h) *Ombudsman Act 1976*;
- (i) *Administrative Decisions (Judicial Review) Act 1977*;
- (j) *Freedom of Information Act 1982*;
- (k) *Crimes Act 1914*;
- (l) *Archives Act 1983*;
- (m) *Copyright Act 1968*;
- (n) *Human Rights and Equal Opportunity Commission Act 1986*;
- (o) *Racial Discrimination Act 1975*;
- (p) *Sex Discrimination Act 1984*;
- (q) *Disability Discrimination Act 1992*;

- (r) *Equal Opportunity for Women in the Workplace Act 1999*;
- (s) *Workplace Relations Act 1996*;
- (t) *Privacy Act 1988*;
- (u) *Occupational Health and Safety Act 1991*;
- (v) *Safety, Rehabilitation and Compensation Act 1988*;
- (w) *Auditor-General Act 1997*;
- (x) *Financial Management and Accountability Act 1997*;
- (y) *Public Service Act 1999*; and
- (z) any requirements for licenses or permits for the exercise of a profession or trade.

**2. General Australian Government Policies**

The Service Provider must, in carrying out the Services under this Contract, to comply with the all Australian Government Policies in force from time to time, including:

<b>Australian Government Policies</b>	<b>Published by</b>
APS Code of Conduct	Australian Public Service Commission
Australian Communications – Electronic Security Instructions (ACSI 33)	Defence Signals Directorate
Commonwealth Disability Strategy	Family and Community Services and Indigenous Affairs
Commonwealth Fraud Control Guidelines 2002	Attorney General's Department
Commonwealth Procurement Guidelines	Department of Finance and Administration
Commonwealth Protective Security Manual	Attorney General's Department
Green Office Guide Environmental Purchasing Guide and Checklists	Department of Environment and Water Resources
Australian Government	Department of Employment and

Implementation Guidelines for The National Code of Practice for the Construction Industry	Workplace Relations
National Government Waste Reduction and Purchasing Guidelines	Department of Environment and Water Resources
National Greenhouse Strategy Measures for Improving Energy Efficiency in Commonwealth Operations	Department of Environment and Water Resources
Outsourcing: Human Resource Management - Principles, Guidelines and Good Practice (Second Edition)	Australian Public Service Commission

### 3. Department Specific Policies

The Service Provider must comply with the following Department policies as they exist as at the Commencement Date, and as notified to the Service Provider by the Department during the Term of the Contract in accordance with **clause 3.7** of the Main Terms and Conditions of the Contract, including:

- (a) Regional Management Model;
- (b) Service Delivery Values;
- (c) Core Operational Principles and Guiding Principles (incorporated into Service Delivery Values);
- (d) the Service Delivery Model (incorporated into Service Delivery Values);
- (e) National Case Management Framework;
- (f) Centre Management Model;
- (g) Client Placement Model;
- (h) Divisional Plan;
- (i) DIAC Plan;
- (j) Cultural Diversity Charter;
- (k) Client Service Charter;
- (l) Procedures Advice Manual, including but not limited to:

- (i) Act-based visas instructions;
- (ii) Arrival, immigration clearance & entry instructions;
- (iii) Character instruction;
- (iv) Compliance instructions;
- (v) Detention Services Manual;
- (vi) Identity, biometrics & immigration status instructions;
- (vii) Merits review instructions;
- (viii) Migration agents instructions;
- (ix) Ministerial powers instruction;
- (x) Notification instructions;
- (xi) Outside the migration zone instructions;
- (xii) Passports, travel documents & visa evidencing instructions;
- (xiii) Visa cancellation instructions; and
- (xiv) Visa systems, alerts & data bases instructions;
- (m) Asset Replacement Plan and Philosophy;
- (n) Detention Services Action Plan for Pandemic Influenza; and
- (o) Integrated Business Model.

#### **4. International Treaties, Charters, Covenants and Agreements**

The Service Provider must comply with all of Australia's obligations under any international treaties, charters, covenants and agreements including:

- (a) International Covenant on Civil and Political Rights;
- (b) Convention Relating to the Status of Refugees;
- (c) Convention on the Rights of the Child;
- (d) Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment;
- (e) Convention on the Elimination of all Forms of Racial Discrimination;
- (f) Convention on the Elimination of All Forms of Discrimination against Women;

- (g) Convention on the Rights of Persons with Disabilities; and
- (h) Universal Declaration of Human Rights.





**Australian Government**  
**Department of Immigration and Citizenship**

**Detention Services Contract**  
**Immigration Detention Centres**

*Text that is commercial-in-confidence or sensitive has been deleted*

**SCHEDULE 18**  
**GLOSSARY**

## Definitions

In this Contract, unless the contrary intention appears, the following definitions apply.

<b>Abatement</b>	reductions in the payments which would otherwise be due to the Service Provider, as a result of failure to meet the minimum performance standards set out in the Abatement Indicator Metrics.
<b>Abatement Indicator Metrics</b>	the 12 abatement indicator metrics identified in <b>Schedule 4.1</b> (Performance Management Manual) of this Contract.
<b>Acceptance Certificate</b>	a certificate or letter provided by the Department to the Service Provider following successful completion of a relevant Acceptance Test.
<b>Acceptance Tests</b>	tests developed during the Transition In Period by the Department and the Service Provider to ensure the Service Provider's readiness to provide the full range of Services, including the functionality of all systems required for the provision of the Services.
<b>Acceptance Testing</b>	The testing detailed in <b>Schedule 6</b> (Transition Requirements)
<b>Accommodation</b>	a bedroom and, where applicable, ensuite within a Facility set aside for personal use by a Person in Detention.
<b>Additional Charges</b>	amounts payable to the Service Provider for the provision of Additional Services in accordance with <b>clause 33.2</b> of the Contract.
<b>Additional Services</b>	any additional services the Department Regional Management or the Contract Administrator has requested the Service Provider to provide by issuing a written notice in accordance with <b>clause 33</b> of the Contract.
<b>Alternative Detention</b>	Immigration Detention in a place approved by the Minister in writing where the Unlawful Non-Citizen is being held by or on behalf of an Officer and includes detention in hotels, motels and hospitals, however, for the purposes of this Contract, does not include detention in Immigration Residential Housing or Immigration Transit Accommodation.
<b>Alternative Temporary Detention in the Community</b>	Immigration Detention in a place approved by the Minister in writing where the Unlawful Non-Citizen is being held by or on behalf of an Officer but does not include detention in Immigration Residential Housing or Immigration Transit Accommodation.

<b>Annual Report</b>	the Report described as the annual report in <b>Schedule 4.3</b> (Reporting Requirements).
<b>Assistance Programme</b>	the specialist provided general counselling service offering confidential and professional short-term counselling to People in Detention.
<b>Australian Government Policy</b>	any Australian Government policy listed in <b>Schedule 16</b> (Legislation and Commonwealth Policies) of the Contract or notified by the Department to the Service Provider, in accordance with <b>clause 3</b> of the Contract from time to time.
<b>Australian Standards</b>	standards that have been issued as Australian standards from Standards Australia.
<b>Authorisation</b>	(a) an authorisation by the Minister under the Migration Act; or (b) any approval, authorisation, consent, exemption, filing, licence, notarisation, registration or waiver however described and any renewal of or variation to any of them; as the context permits.
<b>Authorised Officer</b>	has the same meaning as in the Migration Act.
<b>Base Period</b>	for each Facility, the period from the Commencement Date and expiring on the earlier of: (a) six months after the Commencement Date; or (b) three months after: (i) the Handover Date for the Facility; or (ii) if the Handover Date occurs before the Service Provider receives the final Certificate of Attainment in respect of the Facility, the date the Service Provider receives the final Certificate of Attainment.
<b>Basic Services</b>	has the meaning given to that term in <b>Schedule 2.3</b> (Contingency Requirements) of this Contract.
<b>Business Continuity Plan</b>	a plan developed by the Service Provider for ensuring continuity of key services when normal operations are disrupted.
<b>Business Day</b>	any day that is not a Saturday, Sunday or gazetted public holiday in the Australian Capital Territory or, where relevant, the capital city of the State or Territory where a Service or obligation is to be performed.
<b>Business Hours</b>	0830 hours to 1700 hours local time at the Facility concerned.

<b>Business Services</b>	those Services set out in <b>Section 2.2.3</b> (Business Services and Continuous Improvement) of <b>Schedule 2</b> (Statement of Work) of this Contract.
<b>Business Services Plan</b>	the business services plan to be developed by the Service Provider in accordance with <b>Section 2.2.3</b> (Business Services and Continuous Improvement) of <b>Schedule 2</b> (Statement of Work) of this Contract.
<b>Care Taker Services</b>	has the meaning given to that term in <b>Schedule 2.3</b> (Contingency Requirements) of this Contract.
<b>Case File</b>	a file created and maintained by the Service Provider for each Person in Detention, detailing all matters relevant to that person's time in Immigration Detention.
<b>Centre</b>	any or all of Perth Immigration Detention Centre, Villawood Immigration Detention Centre, Northwest Point Immigration Detention Centre, Maribyrnong Immigration Detention Centre and Northern Immigration Detention Centre, as the context requires.
<b>Centre Security Services Plan</b>	the plan developed by the Service Provider during the Transition In Period in accordance with <b>Schedule 6</b> (Transition Requirements), detailing how Security Services will be delivered at each Facility.
<b>Certificate of Attainment</b>	certificate issued by the Department to the Service Provider upon satisfactory completion of a Milestone.
<b>Christmas Island Alternative Places of Detention (APODs)</b>	either or both of Phosphate Hill and Construction Camp, as the context requires.
<b>Christmas Island Sites</b>	any or all of Northwest Point Immigration Detention Centre, Phosphate Hill and Construction Camp, as the context requires.
<b>Client Placement Model</b>	the model used by the Department to determine where a Person in Detention is placed in the Detention Services Network (see <b>Schedule 16</b> (Legislation and Commonwealth Policies)).
<b>Code of Conduct</b>	the code of conduct attached as <b>Annexure A</b> to <b>Schedule 4.2</b> (Governance Requirements) that outlines expectations and guidelines regarding the conduct of the Service Provider and its Personnel.
<b>Commencement Date</b>	29 June 2009.
<b>Commonwealth</b>	the Commonwealth of Australia.

<b>Commonwealth Records</b>	Records created by either Party or delivered to it by a third party for the purposes of the Contract and will include Records relating to matters between either of the Parties, and Subcontractors to the Service Provider, the agencies of the Department mentioned in the Contract, or any of them, but not including those Records which are specifically created and maintained by the Service Provider or its Subcontractors solely for its own or the Subcontractor's own use.
<b>Compliance Escort</b>	includes escort tasks conducted to locate persons who the Department reasonably suspects may be unlawful non-citizens, and escort them to Immigration Detention.
<b>Conditions of Computer Use</b>	conditions that a Person in Detention must agree to before being granted access to computer facilities within a Facility.
<b>Conditions of Entry</b>	those conditions governing entry of persons to a Facility as set out in the Migration Act and/or <b>Schedule 2</b> (Statement of Work) of this Contract.
<b>Confidential Information</b>	Department Confidential Information or Service Provider Confidential Information
<b>Consultative Committee</b>	a committee established to enable representatives of People in Detention to discuss matters of concern with the Department, the Service Provider and the Health Services Manager.
<b>Consumables</b>	consumable items that are required for the ongoing operation of the Facilities, that are depleted, consumed or worn out by use in the provision of Services, and for the avoidance of doubt, include mattresses.
<b>Contingency Facility</b>	A Facility that has been deactivated 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" in accordance with <b>clause 32.2(b)</b> of the Contract.
<b>Continuous Failure</b>	has the meaning given to it in <b>Schedule 4.1</b> (Performance Management Manual) of this Contract.
<b>Continuous Improvement Program</b>	the continuous improvement programme to be developed by the Service Provider under <b>Section 2.2.3</b> (Business Services and Continuous Improvement) of <b>Schedule 2</b> (Statement of Work) of this Contract.
<b>Continuous Metric Failure</b>	has the meaning given to it in <b>Schedule 4.1</b> (Performance Management Manual) of this Contract.

<b>Contract</b>	the contract, including the main terms and conditions and all Schedules and Annexures.
<b>Contract Administrator</b>	the Contract Administrator appointed by the Secretary and any other persons nominated by the Contract Administrator from time to time to fulfil the role of Contract Administrator.
<b>Contract Authority</b>	the Contract Authority appointed by the Secretary, and any other persons nominated by the Contract Authority from time to time to fulfil the role of Contract Authority.
<b>Contract Change</b>	a variation to the Contract, other than a Scope Change, in accordance with <b>clause 36</b> of the Contract.
<b>Contract Change Notice</b>	a notice, in the form set out in Part B of <b>Schedule 14</b> (Change Control) of the Contract, issued by the Department in accordance with <b>clause 36</b> of the Contract, notifying the Service Provider that the Department wishes to vary the Contract.
<b>Contract Change Proposal</b>	a written proposal to effect a variation of the Contract in accordance with <b>clause 36</b> of the Contract.
<b>Contract Material</b>	any material or information created as a consequence of the draft Contract, or which is copied or derived from that material.
<b>Controlled Items</b>	items which may only be brought into a Facility subject to conditions as set out in Detention Operational Update 2007/03.
<b>Consumer Price Index</b>	the index taken to three decimal places entitled ‘Consumer Price Index (All Groups) Catalogue 6401.0’ as published from time to time by the Australian Bureau of Statistics.
<b>Critical Incident</b>	has the meaning given to that term in <b>Annexure B</b> to <b>section 2.2.3</b> (Business Services and Continuous Improvement) of <b>Schedule 2</b> (Statement of Work).
<b>Cure Period</b>	the period during which a Default must be rectified, as specified in the Contract or the Default Notice, as the case may be.

<b>Cure Plan</b>	<p>a plan proposed by the Service Provider to remedy a Default, which:</p> <ul style="list-style-type: none"><li>(a) is proposed during the Cure Period; and</li><li>(b) details:<ul style="list-style-type: none"><li>(i) if relevant, why an extension of the Cure Period is required;</li><li>(ii) the time required to cure the Default;</li><li>(iii) a work plan setting out each task to be undertaken and the time for each task to be completed;</li><li>(iv) the temporary measures (if any); and</li><li>(v) the mechanics for integrating the cure with the continuing provision of Services.</li></ul></li></ul>
<b>Data</b>	<p>includes all information stored on magnetic tapes, disks or in written form of any kind.</p>
<b>Deed of Non-disclosure of Personal Information</b>	<p>the form of deed poll at <b>Schedule 12</b> (Deed of Non-disclosure of Personal Information) to the Contract.</p>
<b>Default</b>	<p>a failure to deliver the Services in accordance with, or other failure to comply with a requirement of, the Contract.</p>
<b>Default Notice</b>	<p>a notice issued by the Contract Administrator under <b>clause 66.2</b> of the Contract.</p>
<b>Delegation</b>	<p>delegations pursuant to the Migration Act .</p>
<b>Department</b>	<p>the Commonwealth represented by the Department of Immigration and Citizenship.</p>
<b>Department Asset</b>	<p>includes anything specified in the Facility and Asset Information Register (including any buildings, fixtures, fittings, plant and equipment, systems and anything incidental to those assets).</p>
<b>Department Asset Register</b>	<p>the register of Department Assets maintained by the Service Provider.</p>
<b>Department Case Manager</b>	<p>a person appointed by the Department with responsibility for the case management of a Person in Detention in accordance with the National Case Management Framework.</p>

<b>Department Confidential Information</b>	<p>any Department Material which:</p> <ul style="list-style-type: none"><li>(a) is listed as Department Confidential Information in <b>Schedule 10</b> (Confidential Information) of the Contract; or</li><li>(b) is information that is by its nature confidential, or a party knows or ought to know is confidential, but does not include:</li><li>(c) information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.</li></ul>
<b>Department Material</b>	<p>any material or information provided by the Department to the Service Provider for the purposes of the Contract or which is copied or derived from that material or information.</p>
<b>Department Personnel</b>	<p>the officers, employees, agents, advisers and contractors of the Department (other than the Service Provider and Service Provider Personnel).</p>
<b>Department Regional Management or Regional Manager</b>	<p>the person (or delegate) appointed by the Department:</p> <ul style="list-style-type: none"><li>(a) at each Facility to perform the role of Department Regional Management; or</li><li>(b) in any State or Territory which does not contain a Facility, who is (or will be, following commissioning of a new Facility) responsible for detention operations at the Immigration Residential Housing or Immigration Transit Accommodation in that State.</li></ul>
<b>Department Representative</b>	<p>any person acting for or on behalf of the Department, and includes Department Personnel.</p>
<b>Detain</b>	<p>has the same meaning as in the Migration Act.</p>
<b>Detention Operational Updates</b>	<p>guidance issued by the Department regarding operational issues at Facilities which are attached to the Statement of Work and otherwise notified to the Service Provider by the Department from time to time.</p>
<b>Detention Services Fee</b>	<p>the total amount the Department must pay the Service Provider under the Contract.</p>
<b>Detention Services Network</b>	<p>the network of Facilities and other facilities and forms of detention, including Immigration Residential Housing, Immigration Transit Accommodation and holding areas, that are used for the purposes of Immigration Detention.</p>



<b>Direction</b>	a direction issued under section 499 of the Migration Act.
<b>Discharge</b>	the Removal or Release of a Person in Detention from a Facility.
<b>Dispute</b>	<p>any dispute or difference between the Department and the Service Provider arising out of or in connection with the Contract or the Services, including any dispute arising out of proceedings brought by:</p> <ul style="list-style-type: none"><li>(a) a third party against the Service Provider or the Department; or</li><li>(b) the Service Provider or the Department against a third party.</li></ul>
<b>Dispute Notice</b>	the notice referred to in <b>clause 65.3</b> of the Contract.
<b>Eligible Personnel</b>	Service Provider Personnel required by the Service Provider to provide Services on Christmas Island on a temporary basis and whose normal place of residence is not Christmas Island.
<b>Emergency and Breakdown Repairs</b>	any repairs required to rectify a defect, fault, damage or breakdown which results in a Facility, Department Asset, Loose Asset, System, or other equipment which is material to the delivery of the Services, being unavailable for an unscheduled period.
<b>Emergency Control Organisation</b>	the organisation established by the Service Provider to prepare, manage and coordinate a response to emergency situations in accordance with <b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services) of <b>Schedule 2</b> (Statement of Work) of the Contract.
<b>End Date</b>	<p>the last day of:</p> <ul style="list-style-type: none"><li>(a) the Initial Term; or</li><li>(b) the first extended term under <b>clause 2.2</b> of the Contract; or</li><li>(c) an extension for an interim period under <b>clause 2.3</b> of the Contract,</li></ul> <p>whichever is applicable.</p>
<b>Environmental Management System</b>	a system developed by the Service Provider for the sustainable, safe and hygienic operation of each Facility.
<b>Environmental Plan and Procedures</b>	the plan to be established and implemented at each Facility by the Service Provider to reduce the environmental impact of Facility operations.

<b>Escort</b>	a member of Service Provider Personnel assigned to escort People in Detention in accordance with <b>Section 2.2.5</b> (Transport and Escort Services) of <b>Schedule 2</b> (Statement of Work) to the Contract.
<b>Excluded Items</b>	items which may not be brought into a Facility as set out in Detention Operational Update 2007/03.
<b>Executive Direction</b>	a direction given by a Regional Manager to the Service Provider in accordance with <b>clause 19</b> of the Contract.
<b>Extreme Risk</b>	the overall security risk rating of a Person in Detention as "Extreme" in accordance with the Client Placement Model.
<b>Facility</b>	any or all of, Centres and Christmas Island APODs, as the context requires.
<b>Facilities Management and Support Services</b>	those services set out in <b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services) to <b>Schedule 2</b> (Statement of Work) to the Contract.
<b>Facility and Asset Information Register</b>	the register of Facilities and Department Assets in <b>Schedule 8</b> (Facility and Asset Information Schedule) to the Contract.
<b>Financial Indebtedness</b>	any actual or contingent present or future obligation of a person to pay any money in respect of any moneys borrowed or raised by that person.
<b>Financial Year</b>	a period of one year commencing on 1 July and ending on 30 June.
<b>Fisheries Management Act</b>	the <i>Fisheries Management Act 1991</i> (Cth).
<b>Fit-for-Travel Certificate</b>	a certificate issued by the Health Services Manager prior to the Transfer or Removal of a Person in Detention, certifying that the person is medically able to travel for the purposes of the Transfer or Removal.

<b>Force Majeure Event</b>	act of war (whether declared or not), military conflict, invasion, act of terrorism, act of foreign enemies, hostilities (whether or not war has been declared), civil war, civil commotion or riots (except where caused within a Facility), rebellion, revolution, insurrection, military or usurped power or martial law or confiscation by order of any foreign government, or peace-keeping operation, accidental fire, disaster, flood, catastrophic weather condition, earthquake, or act of God, rain in areas with reactive clay soils preventing passage, strike or other industrial action not specific to or attributable to any action of the Service Provider, embargo, or a loss or limitation of essential services such as electricity, water supply; or the exercise of a Step-in Right by the Department under <b>clause 57</b> of the Contract.
<b>Government Agency</b>	a State or Commonwealth government or government department or agency, or a state or federal governmental, semi-governmental person (whether autonomous or not) charged with the administration of any applicable law or governmental executive function.
<b>GST Law</b>	the same as "GST Law" means in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Handover Date</b>	in relation to each Facility, the date specified in the Transition In Plan in <b>Schedule 6</b> (Transition Requirements) to the Contract, upon which the Service Provider is to commence delivering the full range of Services to that Facility.
<b>Hazard and Critical Control Point</b>	has the meaning contained in ISO 22000 Food Safety Management Systems.
<b>Health Services</b>	those services that the Department has contracted the Health Services Manager to provide or manage for the benefit of People in Detention.
<b>Health Services Manager</b>	International Health and Medical Services Pty Limited, its successors and permitted assignees.
<b>High Risk</b>	the overall security risk rating of a Person in Detention as "High" in accordance with the Client Placement Model.
<b>Hot Contingency Facility</b>	a Facility which 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" in accordance with <b>clause 32.2(a)</b> of the Contract.

<b>Illegal Item</b>	any item that it is illegal for a person to hold under Australian Law.
<b>Immigration Detention</b>	has the same meaning as in the Migration Act.
<b>Immigration Detention Values</b>	the seven values set out in <b>Recital A</b> of the Contract.
<b>Incentive</b>	Additional payments to the Service Provider for superior performance in delivery of the Services.
<b>Incentive Indicator Metric</b>	the incentive indicator metrics to be developed in accordance with <b>Schedule 4.1</b> (Performance Management Manual) of this Contract.
<b>In Trust Property</b>	all Property of People in Detention that is stored by the Service Provider on behalf of those People in Detention.
<b>Incident</b>	<p>an activity which threatens, harms or impacts, or has the potential to threaten, harm or impact upon:</p> <ul style="list-style-type: none"><li>(i) the welfare of People in Detention;</li><li>(ii) the good order, safety or security of a Facility or place of Alternative Detention;</li><li>(iii) the success of Escort/Transfer/Removal activities; or</li><li>(iv) immigration processing,</li></ul> <p>and includes Critical Incidents, Major Incidents and Minor Incidents.</p>
<b>Incident Management Log</b>	a log to be kept in the command and control area in each Facility in which Incident Reports are recorded.
<b>Incident Management Protocols</b>	protocols to be developed for each Facility by the Service Provider and the Department during Transition In dealing with the handling and resolution of Incidents.
<b>Incident Report</b>	a report submitted by the Service Provider to the Department documenting the details of an Incident.
<b>Incumbent Service Provider</b>	G4S Australia Pty Ltd and, where the context requires, includes the Incumbent Service Provider's personnel.
<b>Indicator Metric</b>	the Incentive Indicator Metrics and the Abatement Indicator Metrics described in <b>Schedule 4.1</b> (Performance Management Manual) of this Contract.

<b>Induction</b>	the process of providing information to People in Detention regarding how a Facility operates and explaining relevant policies, procedures and roles within the Facility.
<b>Induction Booklet</b>	the handbook prepared by the Service Provider in accordance with <b>Section 2.2.1</b> (People in Detention Services) of <b>Schedule 2</b> (Statement of Work) for people who will be detained in a Facility, detailing general information about the Facility and Immigration Detention.
<b>Information Privacy Principles</b>	has the same meaning as in the Privacy Act.
<b>Initial Approved Subcontractors</b>	those subcontractors listed in <b>Schedule 7</b> (Key Personnel and Approved Subcontractors) of the Contract.
<b>Initial Notice</b>	the notice referred to in <b>clause 65.2</b> of the Contract.
<b>Initial Term</b>	the term referred to in <b>clause 2.1</b> of the Contract
<b>Input Tax Credits</b>	has the meaning given to that term in the Goods and Services Tax Law.
<b>Intellectual Property</b>	<p>all present and future rights conferred by law in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.</p> <p>These rights include:</p> <ul style="list-style-type: none"><li>(a) all rights in all applications to register these rights;</li><li>(b) all renewals and extensions of these rights; and</li><li>(c) all rights in the nature of these rights, excluding Moral Rights.</li></ul>
<b>IRH/ITA Service Provider</b>	the entity or entities that provide detention services at the Immigration Residential Housing and Immigration Transit Accommodation and, where the context requires, includes the IRH/ITA Service Provider's personnel.
<b>Joint Facility Audit Team</b>	a team of Service Provider and Department Personnel who will perform the relevant functions set out in <b>Schedule 4.1</b> (Performance Management Manual).

<b>Key Performance Indicators</b>	the key performance indicators set out in <b>Schedule 4.1</b> (Performance Management Manual) of the Contract.
<b>Key Personnel</b>	the Service Provider Personnel listed in <b>Schedule 7</b> (Key Personnel and Approved Subcontractors)
<b>Lawful Non-Citizen</b>	has the same meaning as in the Migration Act.
<b>Laws</b>	<ul style="list-style-type: none"><li>(a) the requirements of all applicable Legislation and all regulations and requirements made under such Legislation;</li><li>(b) the legal requirements of any Commonwealth, State, Territory or Local government department, agency, body, authority or instrumentality, including statutory tribunals or commissions and similar governmental bodies;</li><li>(c) treaties, conventions, agreements, compacts and similar instruments that have been ratified or adopted by the Australian Government or by a relevant foreign government;</li><li>(d) court decisions, common law and equity; and</li><li>(e) guidelines, policies and codes of the Commonwealth, States and Territories,</li></ul> with which the Service Provider or the Department is legally required to comply.
<b>Legislation</b>	includes all Commonwealth, State and Territory legislation, including regulations, legislative instruments, by-laws and other subordinate legislation.
<b>Loose Assets</b>	the assets described in the Loose Assets Register.
<b>Loose Assets Register</b>	the register of Loose Assets in <b>Schedule 17</b> (Loose Assets Register).
<b>Loss</b>	liability, loss, damage, compensation and costs and expenses (including the costs of the investigation, defence and settlement of any relevant claim or demand) and any legal costs and expenses in relation thereto on a solicitor and own client basis
<b>Low Risk</b>	the overall security risk rating of a Person in Detention as "Low" in accordance with the Client Placement Model.
<b>Mainland Centre</b>	any or all of Perth Immigration Detention Centre, Villawood Immigration Detention Centre, Detention Centre, Maribyrnong Immigration Detention Centre and Northern Immigration Detention Centre, as the context requires.

<b>Maintenance</b>	work that maintains the functionality to applicable performance specifications (or where there are no specifications, to reasonable, safe operating standards) of the Facility, Department Assets or Loose Assets (as relevant), and includes preventative maintenance, repairs, replacement of lost or damaged items, refurbishment and restoration work.
<b>Maintenance Management Plan</b>	The plan set out in <b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services) to <b>Schedule 2</b> (Statement of Work) of the Contract.
<b>Maintenance Management System</b>	the computerised system developed and implemented by the Service Provider in accordance with <b>Section 2.2.2</b> (Facilities Management and Support Services) and <b>Section 2.2.2A</b> (Christmas Island Facilities Management and Support Services) to <b>Schedule 2</b> (Statement of Work) of the Contract.
<b>Main Terms and Conditions</b>	clauses 1 – 74 of the Contract.
<b>Major Incident</b>	has the meaning given to that term in <b>Annexure B</b> to <b>Section 2.2.3</b> (Business Services and Continuous Improvement) of <b>Schedule 2</b> (Statement of Work) to this Contract.
<b>Major Subcontract</b>	A contract between the Service Provider and a Major Subcontractor in connection with the provision of Services, valued at more than \$1 million within a Financial Year.
<b>Major Subcontractor</b>	A person who has entered into a Major Subcontract with the Service Provider.
<b>Material</b>	any material including documents, equipment, software, reports, goods, information, plans, charts, drawings, calculations, tables, and data stored by any means including all copies and extracts.
<b>Material Safety Data Sheet</b>	A document describing the properties and uses of a material, its identity, chemical and physical properties, health hazard information, precautions for use and safe handling information.
<b>Mediation Rules</b>	the edition of the Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules current as at the date of the agreement referred to in <b>clause 65.7(e)</b> of the Contract.

<b>Memoranda of Understanding</b>	The agreements entered into, or that may be entered into, between the Department and other bodies referred to in <b>clause 3.5</b> of the Contract.
<b>Menu Plan</b>	A plan based on Recipe Cards detailing the meals to be provided by the Service Provider to People in Detention over a 21 day period.
<b>Migration Act</b>	the <i>Migration Act 1958</i> (Cth).
<b>Milestones</b>	the milestones specified in the Transition In Plan.
<b>Minister</b>	the Minister for Immigration and Citizenship.
<b>Minor Incident</b>	has the meaning given to that term in <b>Annexure B</b> to <b>section 2.2.2</b> (Business Services and Continuous Improvement) of <b>Schedule 2</b> (Statement of Work).
<b>Minor Works Program</b>	the programme of minor works and upgrades to the Facilities and any other Department Assets, as approved by the Department.
<b>Moral Rights</b>	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
<b>National Construction Code</b>	the National Code of Practice for the Construction Industry.
<b>National Construction Guidelines</b>	the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry.
<b>Occupational Health and Safety Committee</b>	a committee established by the Service Provider at each Facility to ensure compliance with Occupational Health and Safety Legislation.
<b>Officer</b>	has the same meaning as in the Migration Act.
<b>Offshore Entry Person</b>	has the same meaning as in the Migration Act.
<b>Operational</b>	a Facility which contains People in Detention.
<b>Partnering Charter</b>	the charter set out in <b>Schedule 3</b> (Partnering Charter) of this Contract.
<b>Party</b>	a party to the Contract, including any transferees or permitted assignees.



<b>Pass Through Costs</b>	expenses for goods and services that the Department will pay for by way of reimbursement to the Service Provider, plus a margin (if applicable) in accordance with <b>Schedule 5</b> (Detention Services Fee) of this Contract.
<b>People in Detention Information</b>	information held by the Department or the Service Provider pertaining to a Person in Detention who is or was in Immigration Detention, including but not necessarily limited to Personal Information.
<b>People in Detention Records</b>	all records relevant to the experience of a Person in Detention within the Detention Services Network, and includes Case Files.
<b>People in Detention Rights and Responsibilities</b>	the document prepared by the Department outlining specific rights and responsibilities of People in Detention.
<b>People in Detention Security Risk Assessment</b>	the detailed risk assessment to be conducted by the Service Provider on each Person in Detention, in accordance with <b>Section 2.2.1</b> (People in Detention Services) of <b>Schedule 2</b> (Statement of Work) of this Contract.
<b>People in Detention Services</b>	those services set out in <b>Section 2.2.1</b> (People in Detention Services) to <b>Schedule 2</b> (Statement of Work) of the Contract.
<b>People in Detention Transport and Escort Security Risk Assessment</b>	the security risk assessment that the Service Provider has developed and maintained for a Person in Detention prior to undertaking a Transport and Escort Service in accordance with <b>Section 2.2.5</b> (Transport and Escort Services) of <b>Schedule 2</b> (Statement of Work) of this Contract.
<b>Service Provider Monthly Performance Report</b>	a report submitted to the Department by the Service Provider on performance against the performance framework.

<b>Permitted Security Interest</b>	<p>(a) a Security Interest in respect of which full details have been given to the Secretary in writing at least two Business Days before the date of the Contract, or a Security Interest created after the date of the Contract, if:</p> <ul style="list-style-type: none"><li>(i) the Secretary has consented (such consent not to be unreasonably withheld having regard to the affect which that Security Interest may have on the ongoing solvency of the Service Provider) to that Security Interest and to a maximum amount which at any time it may secure; and</li><li>(ii) the amount secured by that Security Interest (other than costs, fees and uncapitalised interest or monies in the nature of interest (such as discounts on bills of exchange)) does not increase beyond the amount in respect of which the Secretary has consented; or</li></ul> <p>(b) a lien or right of set off which arises solely by operation of law in the ordinary course of ordinary business, where the amount secured is not overdue for payment or where the amount secured is not being contested on reasonable grounds in good faith.</p>
<b>Person in Detention</b>	has the same meaning as "Detainee" in the Migration Act.
<b>Personal Information</b>	has the meaning in <b>clause 48.1</b> of the Contract.
<b>Personnel</b>	Service Provider Personnel and/or Department Personnel (as appropriate).
<b>Placement Committee</b>	a committee comprised of both Service Provider and Department Personnel that is established at each Facility to conduct Placement Reviews to assess the suitability of accommodation arrangements.
<b>Placement Review</b>	a review of Accommodation assigned to a Person in Detention, to be conducted by the Placement Committee in accordance with the Client Placement Model.
<b>Plan</b>	means any one or more of the plans to be prepared by the Service Provider under the Contract.
<b>Policy Change Impact Assessment Report</b>	a report prepared by the Service Provider in accordance with <b>clause 3.8</b> of the Contract.
<b>Prevention Committee</b>	a multi-disciplinary committee comprising representatives of the Department, the Detention Service Provider and the Health Services Manager aimed at ensuring the welfare and wellbeing, and reducing the risk of self-harm, of People in Detention.

<b>Prevention Plan</b>	a plan developed by the Prevention Committee to manage the needs of a Person in Detention identified as susceptible to suicide or self-harm.
<b>Privacy Act</b>	the <i>Privacy Act 1998</i> (Cth).
<b>Privacy Principles</b>	has the same meaning as in the Privacy Act.
<b>Procedures Advice Manual (PAM)</b>	The Procedures Advice Manual provides guidance to officers administering migration legislation. The Procedures Advice Manual consists of a set of policy instructions. The Procedures Advice Manual includes policy instructions that were previously Migration Series Instructions. Individual Procedures Advice Manual instructions are reissued in response to changes to legislation or to reflect new or revised policies or changes in procedures, including those relating to Detention.
<b>Programs and Activities</b>	the English language, life skills, sporting, vocational and other programmes and activities conducted by the Service Provider for People in Detention in accordance with <b>Section 2.2.1</b> (People in Detention Services) of <b>Schedule 2</b> (Statement of Work) to this Contract.
<b>Programs and Activities Schedule</b>	a schedule developed by the Programs and Activities Coordinator, of Programs and Activities to be made available for People in Detention.
<b>Property of People in Detention</b>	refers to all property in the possession of a Person in Detention at the time of his or her arrival at a Facility, and any property received by the person during his or her stay in Immigration Detention.
<b>Property List</b>	a list of all property retained by a Person in Detention, any Excluded and Controlled Items belonging to a Person in Detention which are confiscated by the Service Provider and any In Trust Property.
<b>Protective Security Manual</b>	the Australian Government's Protective Security Manual issued by the Attorney-General's Department, as amended from time to time.
<b>Quality Management System</b>	the system to be developed and reviewed by the Service Provider outlining the standards to be met and procedures to be followed in for the delivery of Business Services.

<b>Quarter</b>	each successive period of three months, the first of which commences on the Commencement Date if the Commencement Date is the first day of a month, and otherwise on the first day of the month following the Commencement Date.
<b>Reception</b>	the process of receiving and introducing a new Person in Detention at a Facility.
<b>Recipe Cards</b>	cards developed by the Service Provider detailing ingredients and the method of cooking each lunch and dinner to be provided to People in Detention.
<b>Records</b>	any documents, writing or material (including tapes or other electronic matter) including People in Detention Records, business records and any other records created, developed or designed for the purpose of providing the Services and may include biometric data and/or personal identifiers.
<b>Registered Training Organisation</b>	an organisation registered by an Australian State or Territory training authority to deliver nationally recognised training consistent, and in necessary compliance with, the Australian Quality Training Framework.
<b>Related Entity</b>	has the meaning given to it in the <i>Corporations Act 2001</i> (Cth).
<b>Release</b>	the release of a Person in Detention into the community.
<b>Religion Liaison Officer</b>	the person appointed at each Facility by the Service Provider to coordinate religious activities within a Facility.
<b>Removal</b>	action taken by the Department in accordance with section 198 of the Migration Act to ensure that unlawful non-citizens leave Australia, any removal under section 199 of the Migration Act and any deportation pursuant to section 200 of the Migration Act.
<b>Remove</b>	has the same meaning as in the Migration Act.
<b>Reports</b>	the reports specified in this Contract, including those in <b>Schedule 4.3</b> (Reporting Requirements).
<b>Response Times</b>	the response times for Emergency and Breakdown Repairs set out in the Maintenance Management Plan.
<b>Scope Change</b>	a change to the scope or level of Services to be delivered by the Service Provider in accordance with <b>clause 35</b> of the Contract.

<b>Scope Change Notice</b>	a notice, in the form set out in Part B of <b>Schedule 14</b> (Change Control) of the Contract, issued by the Department in accordance with <b>clause 35</b> of the Contract, notifying the Service Provider that the Department wishes to change the scope of the Services or part of them.
<b>Scope Change Proposal</b>	a proposal prepared by the Service Provider setting out the details of a proposed Scope Change pursuant to <b>clause 35</b> of the Contract
<b>Scope Change Register</b>	the Contract Administrator's record of all original signed copies of Scope Change Proposals approved by the Department under <b>clause 35.6</b> of the Contract.
<b>Second Dispute Notice</b>	the notice referred to in <b>clause 65.4</b> of the Contract.
<b>Secretary</b>	the Secretary of the Department.
<b>Security Classified Information</b>	any information which has been classified for security purposes in accordance with the Protective Security Manual.
<b>Security Control Centre</b>	an area established by the Service Provider at each Facility for the management of Security Services.
<b>Security Interest</b>	<ul style="list-style-type: none"><li>(a) any bill of sale, mortgage, charge, pledge, hypothecation, title retention arrangement, trust or power as or in effect as security for the payment of a monetary obligation or the observance of any other obligations;</li><li>(b) any lien, profit a prendre, easement, restrictive covenant, any equity or interest in the nature of an encumbrance, garnishee order, writ of execution, right of set-off, lease, licence to use or occupy, assignment of income or monetary claim; or</li><li>(c) an agreement to create or give any arrangement referred to in paragraphs (a) or (b) of this definition.</li></ul>
<b>Security Risk Assessment</b>	the detailed risk assessment to be conducted by the Service Provider on each Facility in accordance with <b>Section 2.2.4</b> (Security Services) and <b>Section 2.2.4A</b> (Christmas Island APOD Security Services) of <b>Schedule 2</b> (Statement of Work) of this Contract.
<b>Security Services</b>	those services set out in <b>Section 2.2.4</b> (Security Services) and <b>Section 2.2.4A</b> (Christmas Island APOD Security Services) of <b>Schedule 2</b> (Statement of Work) of the Contract.

<b>Security Services Plan</b>	the plan developed by the Service Provider during the Transition In Period in accordance with <b>Schedule 2</b> (Statement of Work), detailing how Security Services will be delivered at each Facility.
<b>Senior Managers</b>	in respect of the Department, means the Deputy Secretary and, in respect of the Service Provider, the Chief Executive Officer.
<b>Service Administrator</b>	the Service Administrator appointed by the Service Provider in accordance with <b>clause 17.2</b> of the Contract, and any replacement of the Service Administrator from time to time.
<b>Service Authority</b>	the Service Authority appointed by the Service Provider in accordance with <b>clause 17.2</b> of the Contract, and any replacement of the Service Authority from time to time.
<b>Service Lines</b>	each of the service lines described in <b>Schedule 2</b> (Statement of Work) of this Contract, being People in Detention Services, Business Services and Continuous Improvement, Facilities Management and Support Services, Security Services and Transport and Escort Services.
<b>Service Provider</b>	Serco Australia Pty Limited (ABN 44 003 677 352) and, where the context permits, includes Service Provider Personnel.
<b>Service Provider Asset</b>	any physical or tangible assets utilised by the Service Provider in order to provide Services, but excludes Department Assets.
<b>Service Provider's Confidential Information</b>	the information listed as Service Provider's Confidential Information in <b>Schedule 10</b> (Confidential Information) of the Contract, as amended from time-to-time, and includes any copies or notes of that information.
<b>Service Provider Personnel</b>	the officers, employees, agents, advisers (and where the context permits, any Subcontractor and their officers, employees and agents) of the Service Provider, who are engaged in performing the Services or activities associated with the provision of the Services.
<b>Service Provider Material</b>	any material or information owned by or licensed to the Service Provider or its Subcontractors that was in existence at the Commencement Date, or which came into existence after the Commencement Date otherwise than in connection with this Contract, which is necessary for the performance of the Service Provider's obligations under this Contract.
<b>Service Tasks</b>	the tasks and requirements contained in each Service Line.

<b>Services</b>	the services (or any part of them) to be provided by the Service Provider under the Contract including the services described in <b>Schedule 2</b> (Statement of Work) of this Contract as changed from time to time in accordance with the Contract.
<b>Significant Failure</b>	has the meaning given to it in <b>Schedule 4.1</b> (Performance Management Manual).
<b>Stakeholder</b>	a person or organisation, including a government department or agency, that has an interest in, or may be affected by, the provision of Services.
<b>Statement of Work</b>	the description of the Services in <b>Schedule 2</b> (Statement of Work) to the Contract.
<b>Step-in Right</b>	a right exercisable by the Department under <b>clause 57.1</b> of the Contract.
<b>Subcontractor</b>	means a subcontractor to the Service Provider under the Contract and includes Major Subcontractors.
<b>Successor</b>	the party who assumes responsibility for the provision of the Services from the Service Provider.
<b>Tax</b>	any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on net overall income.
<b>Term</b>	the period referred to in <b>clause 2</b> of the Contract and includes any extension of that period under the Contract.
<b>Termination Notice</b>	the notice set out in <b>clause 67</b> of the Contract.
<b>Transfer</b>	the transfer of a Person in Detention within the Detention Services Network.
<b>Transfer Operational Order</b>	an order issued by the Department to the Service Provider for a Person in Detention to be transferred from one Facility to another place within the Detention Services Network.
<b>Transition In</b>	the phase whereby the Service Provider will accept responsibility for the provision of the Services from the incumbent service provider in accordance with the Transition In Plan.

<b>Transition In Committee</b>	a committee established in accordance with <b>Schedule 6</b> (Transition Requirements) of the Contract.
<b>Transition In Period</b>	the period set out in <b>Schedule 6</b> (Transition Requirements) of the Contract.
<b>Transition In Plan</b>	the plan in <b>Schedule 6</b> (Transition Requirements) to the Contract detailing how the Service Provider proposes to transition control of the Facilities and service delivery from the Incumbent Service Provider to the Service Provider.
<b>Transition In Services</b>	those services required to be performed during the Transition In Period, as set out in <b>Schedule 6</b> (Transition Requirements) of the Contract.
<b>Transition Out</b>	the process of preparing for handover of the Services to a Successor.
<b>Transition Out Plan</b>	the plan drafted by the Service Provider within six months of the Commencement Date, detailing how the Service Provider proposes to disengage.
<b>Transition Plan</b>	the plan which incorporates the Transition In Plan, the Incumbent Service Provider's transition out plan and the Department's input.
<b>Transition Steering Committee</b>	the committee established in accordance with <b>Schedule 6</b> (Transition Requirements) and <b>clause 5.3</b> of the Contract.
<b>Transport and Escort Services</b>	the transport and escort services set out in <b>Section 2.2.5</b> (Transport and Escort Services) of <b>Schedule 2</b> (Statement of Work).
<b>Transport Request</b>	a request issued by the Department to the Service Provider specifying the details of required transport of People in Detention.
<b>Transport Vehicle</b>	a vehicle provided by the Service Provider for the transport of People in Detention.
<b>Unconditional Financial Undertaking</b>	the financial undertaking in Part A of <b>Schedule 9</b> (Performance Securities) t.
<b>Unlawful Non-Citizen</b>	has the same meaning as in the Migration Act.
<b>Verification Report</b>	the report verifying the existence and condition of the Loose Assets produced in accordance with <b>clause 7</b> of the Contract.



<b>Vermin and Pest Control Plan</b>	a plan developed by the Service Provider for the control of vermin and pests within a Facility.
<b>Visit</b>	a visit to a Facility by a person seeking to meet with a Person in Detention.
<b>Visitor</b>	a person who Visits a Person in Detention.
<b>Visitor Log</b>	a register detailing all Visits, to be maintained by the Service Provider in accordance with <b>Section 2.2.4</b> (Security Services) and <b>Section 2.2.4A</b> (Christmas Island APOD Security Services) of <b>Schedule 2</b> (Statement of Work).
<b>Wilful Default</b>	a deliberate act or omission with the knowledge that the act or omission may have harmful consequences but does not include any innocent or negligent act or omission or any other act or omission done or omitted to be done in good faith.