

**SCHEDULE G**  
**Performance Evaluation**



**Pinsent Masons**

**SCHEDULE G**  
**PERFORMANCE EVALUATION**

1. (a) The events or circumstances which are Performance measures for the purposes of Clause 51 (Performance Evaluation) are listed below. On each single occurrence of any Performance Measure (which are more fully defined in paragraph 2 below) the relevant number of Performance Points shown below opposite that particular Performance Measure shall automatically accrue.
- (b) The Contractor must send its monthly performance report, in the form of Annex I to Schedule D, to reach the Monitor no later than 7 days after the relevant performance Month.
- (c) If the Monitor does not agree such report referred to in paragraph (c) above, the Contractor will be notified in writing stating the reason(s). The Contractor must deal with any such queries within 7 days of receipt of the notification, providing supporting evidence. In the event that agreement cannot be reached, the matter shall be referred in the first instance to a Named Representative of the Authority and a Named Representative of the Contractor. If the Named Representative of the Authority and the Named Representative of the Contractor fail to reach agreement within 30 days from the date the matter is first referred to them then the provisions set out in Clause 86 (Dispute Resolution) shall apply.

PERFORMANCE MEASURES	PERFORMANCE POINTS PER DAY
<b>(i) Failure to provide Available Detainee Places</b>	
(a) Failure to provide an Available Detainee Place	30 per Detainee Place
(b) Failure to provide an Available Removal from Association Place (as defined below)	40 per Detainee Place
(c) Failure to provide an Available Temporary Confinement Place (as defined below)	50 per Detainee Place
<b>(ii) Failure to provide Available Services</b>	<b>PERFORMANCE POINTS PER DAY</b>
(a) Failure to make available full detainee communication service	300
(b) Failure to make available full healthcare service	500
(c) Failure to make available full establishment cleaning services	300
(d) Availability of regime opportunity	300
(e) Availability of maintenance	300
<b>(iii) Untoward Events</b>	<b>PERFORMANCE POINTS PER INCIDENT</b>
(a) Failure to act on a written notice of improvement or rectification	500
(b) Failure to notify any matter which constitutes a Performance Measure	500
(c) Self harm resulting in injury	400

(b) **Availability of full healthcare service**

On any one day the full healthcare service as described in Schedule D is not available at any time during such day.

(c) **Availability of establishment cleaning services**

On any day the full establishment cleaning service as set out in the cleaning schedule in Schedule D is not provided at any time during such day.

(d) **Availability of regime opportunity**

On any day the full provision of regime, education, leisure, physical activities and library facilities as set out in Schedule D is not available at any time during such day.

(e) **Availability of maintenance**

On any day the planned maintenance for such day did not occur without good cause or that reactive maintenance to remedy notified faults did not take place as set out in Schedule C.

(iii) **Untoward Events**

(a) **Failure to act on written notice of improvement or rectification**

On any day the failure by the Contractor to have rectified within 21 days of written notice from the Authority to so rectify any breach of contract by the Contractor.

(b) **Failure to notify any item which constitutes a Performance Measure liability**

The Contractor fails to notify the BIA Manager in accordance with Clause 51.2 (Performance Evaluation).

(c) **Self harm resulting in injury**

Any known incident of deliberate self harm resulting in physical injury requiring any form of healthcare intervention and involves any failure to follow laid down procedures for the safety of Detainees as set out in Schedule D.

(d) **Contingency planning exercise**

Non-completion of the number of exercises required in Schedule D in the relevant Performance Month. Performance against this target shall be measured annually (starting from the Commencement Date) and any Performance Points accruing shall count toward the total for the last Performance Month each year.

(e) **Substantiated complaints**

Any substantiated complaint against a member of staff (whether specifically identified or not) being either;

(i) **Serious complaint**

Any substantiated complaint of assault, damage to or loss of a Detainee's property, or racial abuse;

(ii) **Other complaint**

Any other substantiated complaint;



Provided that this does not apply to any complaint relating to accidental damage to a Detainee's property where the Contractor has made full reimbursement to the Detainee.

**(f) Failure to see legal adviser**

The Contractor does not make adequate facilities available for any Detainee to see their own legal adviser within 24 hours of an application, the adviser being willing and able to come within the agreed times to such visits.

**(g) Failure to complete self audit**

Failure to complete self-audit to the standards as set out in Schedule D (each event on each day on which such failure occurs being regarded as a new incident).

**(h) Health and Safety**

Any service of an improvement or prohibition notice or conviction for the infringement of health and safety, or hygiene legislation.

**(i) Failure to admit a Detainee as directed**

On any day a failure by the Contractor to admit to the Removal Centre at any time as directed by the Authority, a Detainee who is lawfully detained provided that such admission would not require the Contractor to provide a greater number of Available Detainee Places than required for the purposes of the Full Quota.

**(j) Failure to release a Detainee from the Removal Centre as lawfully required**

The occurrence of any of the following incidents, (except to the extent that such error, failure or delay is solely or directly caused by the Authority):

- the unlawful release of a Detainee at any time;
- the erroneous detention of a Detainee;
- the detention of a Detainee beyond four hours of notification of release; or
- the failure to deliver custody of a Detainee to an escorting contractor to enable compliance with scheduled removal directions.

**(k) Key/lock security**

Failure to observe procedures for key and lock security set out in Schedule D.

**(l) Incident Reports**

Failure to supply an incident report, or any investigation report within the time set out in Schedule D.

**(m) Religious practice**

Failure to meet a request for or to make available the requisite facilities in connection with religious observance as set out in Schedule D (each day on which such failure occurs being regarded as a new incident).

**(n) Staffing**

Failure to deliver the daily information regarding the Required Staffing Levels in the format that the Authority may reasonably require as per Schedule D.

(o) **Failure to provide the Required Staffing Levels**

Failure to provide and maintain the Required Staffing Levels as set out in Table A (Required Staffing Levels) below.

**Performance Points**

The Contractor shall provide staff at the Removal Centre so as to meet the Required Staffing levels. The Required Staffing Levels shall be determined each day in accordance with Table 'A' (Required Staffing Levels) on the basis of the number of Detainees occupying Available Detainee Places in the Removal Centre at 00.01 hours of that day and shall be based on the Bidder's response to Schedule D Section 19.1:

Bandings	Number of Detainees	Percentage Occupancy	Required Staffing Level of DCOs and DCO Managers
A	387 – 426	91 – 100%	
B	345 – 386	81 – 90%	
C	259 – 344	61 – 80%	
D	258 and below	60% and below	

In assessing whether the Contractor has met the Required Staffing Levels the Authority shall determine the aggregate number of Detainee Custody Officers and Detainee Custody Officer Managers on duty in the Removal Centre during the twenty four period on the day in question and the Authority shall (where appropriate) award Performance Points for any failure to meet the Required Staffing Levels in accordance with the following principles:

- (i) on any day when the number of Detainees occupying Available Detainee Places at the Removal Centre has increased from the previous day by two or more bandings in the table above then the Contractor shall use its reasonable endeavours to meet the Required Staffing Levels as soon as reasonably possible but in assessing whether the Contractor has met the Required Staffing Levels for that day the Authority shall determine the Required Staffing Levels by using the first (rather than the second) band as outlined in Table A (Required Staffing Levels) which was applicable for the previous day;
- (ii) No Performance Points will accrue in any calendar month during which the Contractor fails to provide the Required DCO and DCO Manager Staffing Levels for 2 days or less;
- (iii) for the purposes of determining the number of Performance Points accruing in respect of each Failed Day, the Performance Points will be assessed separately and on the basis set out in paragraphs (v), (vi a and b) below;
- (iv) each Failed Day shall be assigned a "Severity Level" in accordance with Table 'B' (Severity Levels);

**Table 'B' (Severity Levels)**

Required Staffing Levels	91% - 100% of Level	81 – 90% of Level	61% - 80% of Level	60% of Level or Less
Severity Level	A	B	C	D

- (v) the number of Failed Days at each Severity Level occurring during each calendar month will be aggregated and each Failed Day at each Severity Level will be



assigned a banding depending on the aggregate number of Failed Days at the same Severity Level which occurred during the relevant calendar month, as follows:

**Table 'C' (Failed Day Bandings)**

<b>Failed Day Band</b>	<b>Number of Failed Days</b>
Band 1	First 5 Failed Days during the relevant calendar month (Failed Days 1 to 5 (inclusive))
Band 2	Second 5 Failed Days during the relevant calendar month (Failed Days 6 to 10 (inclusive))
Band 3	All subsequent Failed Days during the relevant calendar month (Failed Days 11 and above)

(vi) Performance Points will accrue in respect of each Failed Day in the amounts set out in the table in Table 'D' (Applicable Performance Points per Failed Day) and are determined by reference to:

- (a) the Severity Level of the relevant Failed Day; and
- (b) the Failed Day Band applicable to that relevant Failed Day.

**Table 'D' (Applicable Performance Points per Failed Day)**

<b>Failed Day Band</b>	<b>Performance Points per Failed Day</b>			
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Band 1	75	150	250	400
Band 2	125	250	450	700
Band 3	175	350	650	1000

(p) **Failure to produce a Detainee for an Official/Legal or Case related Visit/Interview within 15 minutes**

A failure by the Contractor to produce a Detainee for an Official/Legal or Case Related Interview within 15 minutes of a previously notified appointment time or within 15 minutes of the arrival of the representative conducting the visit/interview at the Removal Centre. This will only apply if the Detainee is able and willing to attend an Official/Legal or Case Related Visit/Interview.

(q) **Failure to produce a Detainee for a social visit within 30 minutes**

A failure by the Contractor to produce a Detainee for a social visit within 30 minutes of a previously notified appointment time or within 30 minutes of the arrival of the Visitor at the Removal Centre. This will only apply if the Detainee is able and willing to attend a social visit.

### 3. **Significant Performance Failures**

Without prejudice to the foregoing paragraphs, deductions shall also be made from components A and B of the Operating Fee (as defined in paragraph 2 (Formula for Monthly Payment) of Schedule F (Operating Fee)) for Significant Performance Failures which are listed overleaf:

Significant Performance Failures	Deductions
(i) Self harm resulting in death (being any known incident of deliberate self-harm resulting in death which involves any failure to follow laid down procedures)	£10,000 per incident
(ii) Failure to deliver any of the operating procedures as required in Part 4 of Schedule D	£500 per document per day of delay greater than 7 days
(iii) In the event of a Detainee escaping from lawful custody:  (a) from the Removal Centre and being no longer within the custody of the Contractor (a "Detention Escape"); or  (b) whilst being escorted outside the Removal Centre and being no longer in the custody of the Contractor (an "Escort Escape").	for any period exceeding 15 minutes or less than 15 minutes if a further offence is committed (a <b>KPI Escape</b> ) the Contractor shall be liable to make a payment to the Authority of £30,000 per Detainee incident in respect of a Detention Escape or £10,000 per incident in respect of an Escort Escape, in each case regardless of the number of Detainees who have escaped.

With respect to Significant Performance Failures falling within (ii) above, such sums shall be deducted from components A and B of the Operating Fee in respect of the first Performance Month and, to the extent that such sums exceed the amount of the Operating Fee otherwise so payable, to the extent of such excess Significant Performance Failures shall be deducted from components A and B of the Operating Fee in respect of the next subsequent Performance Month.

#### 4. Performance Measures Review

##### 4.1 The Authority may at any time:

- (a) replace any Performance Measure in this Schedule G with any new Performance Measure, on a reasonable like for like basis.
- (b) add any new or remove any Performance Measure(s) at no extra cost to the Authority subject to any new Performance Measure not incurring greater than 500 Performance Points and all such new Performance Measures not in aggregate exceeding 5000 Performance Points after deducting any removed Performance Measures.
- (c) vary the number of Performance Points per single occurrence for any Performance Measure by no more than 10% of the Performance Points per incident (rounded to the nearest point).

##### 4.2 All replaced Performance Measures or new Performance Measures provided for under paragraph 4.1(a), (b) and (c) above will refer to or reflect any obligations of the Contractor under the Contract in connection with the operation of the Removal Centre.

##### 4.3 The Performance Measures and Performance Points will be reviewed by the Authority and the Contractor prior to the first anniversary of the Commencement Date and if requested by either the Authority or the Contractor and agreed to by the other (such agreement not to be unreasonably withheld) prior to the fourth anniversary of the Commencement Date).

##### 4.4 The review will aim to set challenging targets for the operation of the Removal Centre, using Performance Measures which reflect the Authority's commitment to high standards of care in removal centres and the ability of the Authority to properly establish that the Services are being provided to a high standard.