

**15.1.9 The Supplier shall:**

- a) Resolve any claim for the loss or destruction of a Detainee's property, resulting from an incident where a contingency plan has been invoked, within one month of the incident or before the detainee is removed from the country, where reasonable to do so;
- b) Ensure arrangements are in place for, a suitably trained/qualified person staff who will work in the Incident Command Suite;
- c) Notify the Authority of a debrief following any incident or emergency that requires the opening of a Contingency Plan, in line with DSO 'Reporting and Communicating Incidents';
- d) Provide an up to date copy of the Contingency Plans to Authority's Headquarters (Croydon), HM Prison and Probation Service (HMPPS);
- e) Pay all costs incurred by HMPPS, arising out of any incident, if HMPPS provides assistance on request from either the Supplier or the Authority; and
- f) In the event of procedures in paragraph 15.1.8 being activated, comply with HMPPS command arrangements during the incident.

**15.1.10 The Contingency Plans will set out the requirements for the detailed recording of all Incidents. These will include:**

- a) a simple listing sheet on which the relevant details of any Incidents which occur at the IRC and PDA will be recorded chronologically and which will be kept in the control room;
- b) written internal reports from staff at the IRC and PDA using forms designated for the purpose;
- c) entries in the ICR and PDA Duty Manager's daily log;
- d) use of specially designed forms for submission to the Authority; and
- e) if requested by the Authority, preparation of a report on the Incident.

**15.1.11 The Supplier will include in its Contingency Plans a list of those Incidents which would have sufficient impact on the security and safety of the IRC and PDA and/or the Detainees to warrant a review following the resolution of the Incident. Any review carried out after the resolution of an Incident will:**

- a) Analyse all aspects of the Incident, including the procedures used to resolve the Incident;
- b) assess the reactions and responses of staff at the IRC and PDA to the Incident;
- c) review the effectiveness of the Contingency Plans in the light of the Incident; and
- d) consider the media responses, if any, to the Incident.

## **16. PERSONNEL AND STAFFING**

### **16.1 Personnel Management Procedures**

**16.1.1 The Supplier shall comply with its Personnel Policies and shall:**

- a) Demonstrate to the Authority that it is attempting to recruit an ethnically diverse workforce at the IRC and PDA taking lawful positive action measures in recruitment to increase representation in the workforce;

- b) Carry out regular monitoring and provide a monthly report to the Authority of the gender and the number of black and minority ethnic staff (BME) as a percentage of total employees, employed to work at each site. The monitoring will assess the effectiveness of the equal opportunities policy and the extent to which any possible inequalities exist within the workforce. Such monitoring may include collecting, storing and analysing such data on an anonymised basis;
- c) Provide details of staff salaries for all posts, including the Detainee Custody Officer (referred to as Family Care Officers in the PDA);
- d) Ensure it has recruitment policies covering key posts aimed at ensuring recruitment and retention;
- e) Ensure that it will comply with the requirements of Detainee Custody Officer Accreditation and suspension in accordance with the Immigration and Asylum Act 1999, Part VIII, 154;
- f) Ensure that Supplier badges stipulate that an officer is a Detainee Custody Officer/Manager, with both photograph and name displayed. These should be displayed at all times when on duty;
- g) Ensure that any staff, including sub-contractors, working at either site have the correct clearances and accreditations required for their role and location;
- h) Ensure that the uniform, to include footwear, to be worn by staff is approved by the Authority and where staff are interacting with children held at the Centre, the uniform is suitably informal; and
- i) Operate a Detainee Custody Officer rotation policy, where the line management of staff is rotated on a six (6) monthly basis. In such circumstance, the Detainee Custody Officer role does not have to change.

## **16.2 Management Arrangements**

### **16.2.1 The Supplier shall:**

- a) Ensure that managerial arrangements facilitate staff in their work, assist in decision-making and aid planning and communication;
- b) Put in place a management structure for the IRC and PDA to include on call and duty managers;
- c) Ensure that the Authority is kept up to date with changes in the managerial team and on call arrangements; and
- d) Satisfy the Authority that all members of the Supplier's senior management team have the requisite skills and experience to enable them to carry out their duties effectively.

## **16.3 Equality, Diversity and Inclusion**

### **16.3.1 The Supplier shall comply with the requirements of the Authority's Diversity and Inclusion Strategy and Equality Act 2010 and have due regard to the need to:**

- a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it;

- d) not unlawfully discriminate;
  - e) ensure that it's personnel do not unlawfully discriminate; and
  - f) ensure that their Subcontractors do not unlawfully discriminate in relation to the provision of the Services.
- 16.3.2 The Supplier shall produce an Equality, Diversity and Inclusion Implementation Plan ("EDI Plan") and submit it to the Authority for acceptance. The EDI Plan shall describe the management approach for achieving compliance with all the EDI requirements and detail the EDI Policies and Procedures for management of the Services.
- 16.3.3 The Supplier shall appoint an EDI Representative within 8 weeks of the starting date who will be the primary point of contact of EDI related matters and will be responsible for production, implementation, management and updating of the EDI Plan and any further deliverables required by the plan.
- 16.3.4 The Supplier shall develop and implement a Diversity Training Plan which shall state the Contractor's strategies for ensuring that employees and Subcontractors are trained in, and understand, the EDI issues which may arise in the workplace.
- 16.3.5 The Supplier shall operate diversity monitoring in relation to the processes used to recruit employees and to promote employees providing the works and employment practice (including access to training, flexible working, reasonable adjustments made, complaints, bullying and harassment, grievances, workforce satisfaction and discipline procedures).

#### **16.4 Maintaining a Healthy Staff Culture**

- 16.4.1 The Supplier shall put in place provisions to ensure that Staff understand the behaviours and culture expected from Staff working in an IRC, that this is effectively monitored, and that Staff adhere to the these provisions. The Supplier shall:
- a) Publish a whistleblowing policy and regularly promote this with staff;
  - b) Produce and issue Staff with a code of conduct which sets out the expectations and guiding principles for appropriate workplace behaviour and includes the expected behaviours outside of working hours e.g. use of social media;
  - c) Produce and implement a Staff engagement strategy, focussing on culture and conduct;
  - d) Hold Staff engagement forums with different staffing groups, a minimum of monthly, to re-enforce the code of conduct, encourage openness and dialogue on general staffing/conduct, promote whistle blowing procedures, improve moral and staff value;
  - e) Develop and implement a culture diagnosis tool, designed to capture key indicators that will determine the health of the staffing culture at each IRC;
  - f) Review any instance where a member of Staff is named in three (3) complaints or three (3) instances of Use of Force in a three (3) month period, informing the Authority of instances identified;
  - g) Report all Staff incidents/allegations that involve conduct to the Authority immediately following identification/notification of the conduct issue.
  - h) Publish a staff culture and conduct policy, reviewed annually and approved with the Authority;
  - i) Complete exit interviews with Staff who are leaving, discussing staff culture and conduct, identifying learning points which are shared with staff at staff forums;

- j) Complete a bi-annual survey with focus on conduct and culture, identifying learning points which are shared with staff at staff forums;
- k) Carry out staff consultation annually with an organisation independent to the Supplier to assess the staffing culture/conduct health of the organisation; and
- l) Create a staff culture/conduct action plan which captures all learning points from staff engagement and surveys and the associated actions to resolve the issues. The action plan should include target completion dates and owners and shall be shared with the Authority on a monthly basis.

#### **16.5 Staff Support and Assistance**

- 16.5.1 The Supplier shall operate a system where staff can obtain support and advice, independently if necessary, where they encounter difficulties in the workplace or with home life that may affect their work life. The Supplier shall have in place:
- a) Post incident care teams who will conduct debriefs with individuals following an incident and offer support;
  - b) Appoint speak up champions who will act as independent and impartial sources of advice to staff at any stage of raising a concern where standards fall short of those expected of themselves or others;
  - c) Carry out monthly staff appraisals which include discussion on conduct, culture and potential improvements;
  - d) Implement a staff assistance/support programme, providing staff with the means to confidentially discuss personal issues relating to work or home life; and
  - e) Operate and publicise a network of Mental Health First Aiders who have awareness of mental health and are able to provide staff support if necessary.

#### **16.6 Staff Training**

- 16.6.1 The Supplier shall ensure that all Staff are fully trained to meet the requirements of their jobs, to include functional specialist training, prior to taking up a role.
- 16.6.2 The Supplier shall:
- a) Ensure that Detainee Custody Officers (DCOs) have the opportunity to be assessed as competent against approved occupational standards developed by Skills for Justice or appropriate Sector Skills Council and achieve NVQ's;
  - b) Implement a training programme for DCOs and other specialist staff equivalent to NVQ level 3 and in the case of specialist staff, in Sport and Recreational NVQ level 2 and 3; and Safeguarding NVQ level 2 and 3;
  - c) As a minimum ensure that it includes the following elements in the Initial Training Course:
    - (i) Immigration procedures, including immigration acts, DC Rules, Operating Standards, Detention Service Orders and Home Office documentation,
    - (ii) Interpersonal skills to include focus on empathy and acting inclusively,
    - (iii) Conditioning, bribery and manipulation,
    - (iv) First aid training to approved standards,
    - (v) Race relations,

**AUTHORITY: The Secretary of State for the Home  
Department**

**Schedule 2.2  
Performance Levels**

**Gatwick Estate  
(Brook House IRCs, Tinsley House IRCs with Pre-  
Departure Accommodation)  
Immigration Removal Centres and PDA Contract**

**Low-Level Failure Measure**

- 4.3 Where the Authority identifies a Low-Level Failure, it will:
- (a) inform the Supplier at the Weekly Performance Review Meeting, of the Low-Level Failure;
  - (b) the Supplier shall within 7 (seven) working days of the notification either rectify the Low-Level Failure, or provide justification to the Authority at the following Weekly Performance Review Meeting as to why rectification has not occurred;
  - (c) if the same Low-Level Failure occurs over 3 (three) consecutive weeks and the Supplier has failed to rectify the Low-Level Failure, then:
    - (i) the Authority will issue an Improvement Notice; and the Authority expects
    - (ii) the Supplier will provide a Resolution Service Plan within 7 (seven) working days of the end of the third week; and
    - (iii) the Supplier shall ensure that any actions that follow the Weekly Performance Review Meeting are undertaken within timescales agreed with the Authority;
  - (d) in the event of 3 (three) Improvement Notices being issued for the same Low-Level Failure in a 6 (six) month period, the Authority shall deem this to be a “**Low-Level Repeat Failure**”.
  - (e) In the event of 5 (five) Improvement Notices being issued in a 12 (twelve) month period, for the same Low-Level Failure then the Authority shall deem this to be a “**Low-Level Persistent Failure**”.

**Low-Level Repeat Failure**

- 4.4 In the event of a Low-Level Repeat Failure:
- (a) the Supplier will be obliged to apply a Service Credit as detailed in Performance Failure Category Credit Value, under the Performance Failure Category **Minor** as set out in paragraph 4.6.

**Low-Level Persistent Failure**

- 4.5 In the event of a Low-Level Persistent Failure:
- (a) the Supplier will be obliged to apply a Service Credit as detailed in the Performance Category Credit value under the Performance Failure Category **Serious** as set out in paragraph 4.6.
  - (b) the payment set out in 4.6 will be in addition to the payment to the Service Credit as set out in 4.4 in respect of the performance shortfall for Low-Level Repeat Failure.
- 4.6 The table below shows that the cost value listed against the Performance Failure Category will be a percentage of the Anticipated Average Monthly Service Profit Margin as set out in Table 5a of Annex 1 of Schedule 7.1 (*Charging and Invoices*).



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| Performance Failure Category | Service Credit Value (%) |
|------------------------------|--------------------------|
| Minor                        | 0.25%                    |
| Serious                      | 1%                       |
| Severe                       | 5%                       |
| Critical                     | £50,000                  |

### 5 Administrative costs

5.1 The Authority shall retain the right to claim reimbursement of any additional administrative costs it incurs, up to a maximum of £10,000, in respect of each Key Performance Indicator in a Service Period where:

- (a) there is a Persistent Failure; and/or
- (b) there is a Total Service Failure and/or;
- (c) a failure results in a genuine loss to the Authority.

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**ANNEX 1: KEY PERFORMANCE INDICATORS  
PART I: KEY PERFORMANCE INDICATORS TABLE**

The Key Performance Indicators that shall apply to the Operational Services are set out below:

**1 Key Performance Indicators (Table 1)**

| <b>CRITICAL PERFORMANCE FAILURES</b> |                    |  |   |                              |                                     |
|--------------------------------------|--------------------|--|---|------------------------------|-------------------------------------|
| <b>Schedule/<br/>Clause</b>          | <b>KPI<br/>Ref</b> | <b>Performance Measure</b>   | <b>Performance<br/>Failure Category</b> | <b>Performance<br/>Level</b> | <b>Frequency of<br/>Measurement</b> |
|                                      | KP1                | Self-harm resulting in Detainee death (being any known incident of deliberate self-harm resulting in death which involves any failure to follow laid down procedures).   | CRITICAL                                | 100%                         | Per incident/Per Detainee           |
|                                      | KP2                | An Immigration Removal Centre or Pre-Departure Accommodation Escape.<br><br>In the event of a Detainee escaping from lawful custody from the Immigration Removal Centre or Pre-Departure Accommodation (including movements between all sites covered under this Agreement) such that the Detainee is no longer within the custody of the Supplier.<br><br>For any period exceeding 15 (fifteen) minutes (or less than 15 (fifteen) minutes if a criminal offence is committed) the Supplier shall be liable to make a payment to the Authority. | CRITICAL                                | 100%                         | Per Detainee                        |



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| CRITICAL PERFORMANCE FAILURES |            |   |                                 |                      |                             |
|-------------------------------|------------|---|---------------------------------|----------------------|-----------------------------|
| Schedule/<br>Clause           | KPI<br>Ref | Performance Measure   | Performance<br>Failure Category | Performance<br>Level | Frequency of<br>Measurement |
|                               |            | <p>Where the Supplier (not another agency such as the Police) apprehends the escaped Detainee taking them back into custody within 3 (three) hours of escape, AND no criminal offences have been committed (a "Recaptured Detainee"), only 25% of the relevant Service Credit above be levied in respect of the Recaptured Detainee.</p> <p>Where multiple Detainees escaped, the reduced 25% rate above shall only apply to each Recaptured Detainee, and each Detainee not recaptured shall attract 100% of the relevant performance measure.</p> |                                 |                      |                             |

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2 Key Performance Indicators (Table 2)

| PERFORMANCE FAILURES |            |  |                                    |                      |                                |
|----------------------|------------|--|------------------------------------|----------------------|--------------------------------|
| Schedule/<br>Clause  | KPI<br>Ref | Performance Measure  | Performance<br>Failure<br>Category | Performance<br>Level | Frequency<br>Measurement<br>of |
|                      | KP3        | <p>An Escort Absconds.</p> <p>In the event of a Detainee absconding from lawful custody whilst being escorted outside the Immigration Removal Centre or Pre-Departure Accommodation by the Supplier such that the Detainee is no longer within the custody of the Supplier.</p> <p>For any period exceeding 15 (fifteen) minutes (or less than 15 (fifteen) minutes if a criminal offence is committed) the Supplier shall be liable to make a payment to the Authority per Detainee per Incident.</p> <p>Where the Supplier (not another agency such as the Police) apprehends the absconded Detainee taking them back into custody within 3 (three) hours of absconding, AND no criminal offence has been committed (a "Recaptured Detainee"), only 25% of the relevant Service Credit shall be levied in respect of the Recaptured Detainee.</p> <p>Where multiple Detainees absconded, the reduced 25% rate above shall only apply to each Recaptured Detainee, and each Detainee not recaptured shall attract 100% of the relevant performance measure.</p> | SEVERE                             | 100%                 | Per Detainee                   |

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| PERFORMANCE FAILURES                         |            |  |                                    |                      |                          |    |
|--|------------|--|------------------------------------|----------------------|--------------------------|----|
| Schedule/<br>Clause                          | KPI<br>Ref | Performance Measure  | Performance<br>Failure<br>Category | Performance<br>Level | Frequency<br>Measurement | of |
|  |            | NOTE - PDA families who are taking part in outside activities accompanied by a 'companion' and therefore not formally escorted are not included in this Performance Measure.   |                                    |                      |                          |    |
| Sch. 2.1,<br>paragraph 3.2                   | KP4        | Failure resulting in a Detainee being released without the express direction of the Authority.   | SEVERE                             | 100%                 | Per Detainee             |    |
| Sch.2.1<br>paragraph 15.1<br>and<br>Sch. 8.6 | KP5        | Failure to have in place, test, initiate or follow a contingency plan as set out Schedule 2.1, paragraph 15.1 and Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning).                                      | SEVERE                             | 100%                 | Per Incident             |    |
| Sch. 2.1                                     | KP6        | Hospitalisation: Failure to comply with any obligation under the Agreement that results in an occurrence of injury or harm, including incidents of deliberate self-harm/physical injury to any person requiring hospitalisation. | SEVERE                             | 100%                 | Per Person/Incident      |    |
| Sch. 2.1,<br>paragraphs 3.1<br>& 3.2         | KP7        | Failure to Admit a Detainee within 3 (three) hours of a Detainee arriving at the Centre or discharge/release of a Detainee within 4 (four) hours of the Authority notifying as required.   | SERIOUS                            | 100%                 | Per Detainee             |    |
| Sch. 2.1<br>paragraph<br>4.2.1               | KP8        | Failure to provide an escort for medical treatment outside of the Immigration Removal Centre or Pre-Departure Accommodation, and to supervise for so   | SERIOUS                            | 100%                 | Per Occurrence           |    |

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| PERFORMANCE FAILURES         |            |   |                                    |                      |                           |    |
|------------------------------|------------|---|------------------------------------|----------------------|---------------------------|----|
| Schedule/<br>Clause          | KPI<br>Ref | Performance Measure   | Performance<br>Failure<br>Category | Performance<br>Level | Frequency<br>Measurement  | of |
|                              |            | long as the Detainee is in the custody of the Supplier.   |                                    |                      |                           |    |
| Sch. 2.1,<br>paragraph 11.5  | KP9        | Substantiated Complaints (Serious Misconduct Complaint as defined in the DSO 'Handling Complaints in Immigration Removal Centres'). Any substantiated, or partially substantiated complaint against a member of staff (whether specifically identified or not) in respect of any allegation that – if upheld – would be considered serious misconduct). | SERIOUS                            | 100%                 | Per Occurrence            |    |
| Sch. 2.1<br>paragraph 12.1   | KP10       | Failure to comply with obligations under the Agreement Schedule 2.1, paragraph 12.1 relating to appropriateness of Use of Force techniques, recording, reporting and scrutiny of Use of Force incidents, care of staff and detainee following a Use of Force incident and the availability of an advance Control and Restraint Team.                    | SERIOUS                            | 100%                 | Per Incident              |    |
| Sch. 2.1                     | KP11       | Healthcare Intervention: Failure to comply with any obligation under the Agreement that results in an occurrence of injury or harm, including incidents of deliberate self-harm/physical injury to any person requiring healthcare intervention   | SERIOUS                            | 100%                 | Per Person/Incident       |    |
| Sch.2.1 Annex<br>B -Staffing | KP12       | Failure to provide the number of DCOs and DCMs that are funded as part of the Agreement.  | SERIOUS                            | 100%                 | Per DCO or DCM<br>Vacancy |    |

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| PERFORMANCE FAILURES                          |            |  |                                    |                      |   |    |
|---|------------|--|------------------------------------|----------------------|---|----|
| Schedule/<br>Clause                           | KPI<br>Ref | Performance Measure  | Performance<br>Failure<br>Category | Performance<br>Level | Frequency<br>Measurement  | of |
| Model and<br>Sch. 4.1                         |            | The Supplier should report the total headcount of DCOs and DCMs on the 7th of each month.  |                                    |                      | Note: The performance measure will be based on the number of vacancies reported as of the last day of each month. |    |
| Sch. 2.1 Annex B -Staffing Model and Sch. 4.1 | KP13       | Failure to provide Required Staffing Levels as detailed in Schedule 2.1 Annex B -Staffing Model categorised as 'Red' and Schedule 4.1 (Supplier Solution).   | SERIOUS                            | 100%                 | Per unstaffed post:<br>Per Day State<br>Per Night State   |    |
| Sch. 2.1 Sch. 4.1                             | KP14       | Failure to perform sufficient/timely recruitment processes in order to maintain the permanent non DCO & DCM numbers as detailed in Schedule 4.1 (Supplier Solution) resulting in positions remaining unfilled for a period exceeding 3 (three) months. | SERIOUS                            | 100%                 | Per Vacancy   |    |
| Sch. 2.1 paragraph 16.4                       | KP15       | Failure to ensure staff adhere to the staff culture and conduct policy as detailed in Schedule 2.1 paragraph 16.4 Maintaining a Healthy Staff Culture.   | SERIOUS                            | 100%                 | Per Occurrence  |    |
| Sch. 2.1 paragraph 16.6                       | KP16       | Failure to ensure staff are trained, inducted and mentored appropriately as detailed in Schedule 2.1 paragraph 16.6.   | SERIOUS                            | 100%                 | Per Occurrence  |    |



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| PERFORMANCE FAILURES                                    |            |  |                                    |                      |                            |    |
|---|------------|--|------------------------------------|----------------------|----------------------------|----|
| Schedule/<br>Clause                                     | KPI<br>Ref | Performance Measure  | Performance<br>Failure<br>Category | Performance<br>Level | Frequency<br>Measurement   | of |
| Other   | KP17       | Failure to provide an Available Detainee Place as certified for Rule 15, Rule 40, Rule 42 accept where otherwise agreed by the Authority as part of maintenance.   | SERIOUS                            | 100%                 | Per Detainee place/Per day |    |
| Sch. 2.8 paragraphs 3.7.1, 3.7.2, and 3.7.3             | KP18       | Failure to maintain in accordance with Schedule 2.8 (Maintenance and Cleaning) (paragraphs 3.7.1, 3.7.2, 3.7.3) the IRCs / PDA, Site and all plant, machinery, M&E, HVAC and FF&E. To provide a prompt and appropriate remedy to faults/repairs. | SERIOUS                            | 100%                 | Per Occurrence             |    |
| Sch. 2.8 paragraphs 3.9.7, 3.9.8, 3.9.9, 3.9.10 and 4.5 | KP19       | Failure to keep clean in accordance with Schedule 2.8 (Maintenance and Cleaning) (paragraphs 3.9.7, 3.9.8, 3.9.9, 3.9.10 and 4.5) the IRCs /PDA sites.   | SERIOUS                            | 100%                 | Per Occurrence             |    |
| Sch. 8.4, Annex A                                       | KP20       | Failure to report a Serious Incident in accordance with the requirement of Schedule 8.4 (Reports and Records Provisions), Annex A.   | SERIOUS                            | 100%                 | Per incident               |    |



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3 Key Performance Indicators (Table 3)

| PERFORMANCE FAILURES                |            |  |                                    |                   |  |
|-------------------------------------|------------|--|------------------------------------|-------------------|--|
| Schedule/<br>Clause                 | KPI<br>Ref | Performance Measure  | Performance<br>Failure<br>Category | Performance Level | Frequency of<br>Measurement                  |
| Sch. 2.1<br>paragraphs<br>2.4 - 2.8 | KP21       | Failure to provide appropriate and adequate Dynamic and Physical security and Security Intelligence in line with Schedule 2.1 (Services Description) paragraphs 2.4 - 2.8 refer.   | MINOR                              | 100%              | Per Occurrence                               |
| Sch. 2.1<br>paragraph<br>4.2.1      | KP22       | Planned Escort: Failure to provide an escort for medical treatment outside of the Immigration Removal Centre or Pre-Departure Accommodation, and to supervise for so long as the Detainee is in the custody of the Supplier.   | MINOR                              | 100%              | Per Occurrence                               |
| Sch. 2.1<br>paragraph<br>18.1       | KP23       | Failure to provide an Audit Schedule prior to the commencement of each performance year and carry out any Audit required (under the Agreement) in accordance with the agreed Audit Schedule and remedy non-compliances within timescales as set out in Schedule 2.1, paragraphs 18.1.1- 18.1.5 | MINOR                              | 100%              | Number of failures /<br>Per occasion/Quarter |
| Sch. 8.4,<br>Annex A                | KP24       | Failure to provide a Management Information Report as set out within Schedule 8.4 (Reports and Records Provisions), Annex A.   | MINOR                              | 100%              | Per Occurrence                               |
| Other                               | KP25       | Failure to comply with a requirement as set out in the Detention Centre Rules, Detention Centre Operating Standards Manual, Pre-Departure  | MINOR                              | 100%              | Per Occurrence/Per<br>Day                    |

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| PERFORMANCE FAILURES                      |            |  |                                    |                   |                             |
|---|------------|--|------------------------------------|-------------------|-----------------------------|
| Schedule/<br>Clause                       | KPI<br>Ref | Performance Measure  | Performance<br>Failure<br>Category | Performance Level | Frequency of<br>Measurement |
|   |            | Accommodation Operating Standards or published Detention Services Order (DSO).   |                                    |                   |                             |
| Sch. 2.1,<br>paragraphs<br>7.1 & 7.2      | KP26       | Failure to provide varied, healthy, well balanced meals 3 (three) times a day, prepared in compliance with food safety legislation as set out in Schedule 2.1, paragraphs 7.1 and 7.2. | MINOR                              | 100%              | Per Occurrence              |
| Sch. 2.1,<br>paragraph 8.3<br>- 8.5 & 8.8 | KP27       | Failure to provide the full provision of the IRCs and PDA regime as set out in Schedule 2.1 and paragraphs 8.3, 8.4, 8.5, 8.8, 11.2 and 11.3.  | MINOR                              | 100%              | Per Occurrence              |