



Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule G – Performance Evaluation

Colnbrook & Harmondsworth IRCs

DOCUMENT LIST

Volume	Title
Main Contract	Service Agreement
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	SCHEDULE B Fixtures, Fittings and Equipment
	SCHEDULE C Maintenance Management Part 1 – Maintenance Management Part 2 –Service Providers Response
	SCHEDULE D Operational Specification Part 1 – Operational Specification Part 2 –Service Providers Response
	SCHEDULE E Contingency and Emergency Procedures
	SCHEDULE F Operating Fee
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1. GENERAL

- 1.1 The events or circumstances which are Performance Measures for the purposes of Clause 41 (Performance Evaluation) are listed below. On each single occurrence of any “**Performance Measure**” (which term is more fully defined in Section 2 below), the relevant Performance Credit detailed in Section 4 for the specified Performance Failure Category shown below opposite that particular Performance Measure shall automatically accrue.
- 1.2 The Service Provider must send its monthly performance report, in a form specified by the Authority, to reach the Monitor no later than 7 days after the relevant Performance Month.
- 1.3 If the Monitor does not agree such report referred to in Section 1.2 above, the Service Provider will be notified in writing stating the reason(s). The Service Provider must deal with any queries raised 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 Service Provider. If the Named Representative of the Authority and the Named Representative of the Service Provider fail to reach agreement within 30 days from the date the matter is first referred to them, then the provisions set out in Clause 77 (Dispute Resolution) shall apply.
- 1.4 Reference to Contract clauses is for guidance only. Any performance measure not referenced to a clause should be considered to apply to all Services.

2. PERFORMANCE MEASURES & DEFINITIONS

AVAILABLE SERVICES

PERFORMANCE FAILURES					
Service Requirement	Schedule D Clause	Ref	Performance Standard	Performance Failure Category	Frequency
1. Operations	1.1	1	Failure to Implement Section 55 of the Borders, Citizenship and Immigration Act 2009 and safeguard and promote the welfare of the children with whom staff have routine contact – when in contact with those children, whether or not the children are detained, e.g. visiting children	High	Per Occurrence
	1.1.4 1.1.5	2	Failure to effectively communicate with Detainees in relevant language	Medium	Per Day
2. Maintenance & Security	2.1.1	3	Failure to appoint designated security officer and a relief to manage all aspects of security within IRC.	Medium	Per Day
	2.2.1	4	Failure to conduct searching procedures as agreed by Authority	Medium	Per Occurrence
	2.3.1	5	Failure to have procedures in place and regularly check security control arrangements	High	Per Day
	2.3.2	6	Failure to implement and any breach of an accounting and control system to ensure all aspects of physical security including keys and locks are securely managed and maintained.	High	Per Occurrence
	2.3.3 2.3.4	7	Failure to implement sufficient security arrangement for any visits	Medium	Per Day
	2.4.1 2.4.2	8	Failure to implement, operate and maintain required procedures for verifying the presence of detainee(s) in the Removal Centre.	Medium	Per Day

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	2.5	9	Failure to gather and pass intelligence/security information to the Authority's Intelligence team and to ensure the non-disclosure of any confidential or sensitive data gained in conducting the Services other than when sharing security information with the Authority's Intelligence Team.	High	Per Occurrence
	2.6.1	10	Failure to maintain and update risk assessments procedures as agreed by the Authority	Medium	Per Occurrence
	2.7.1 2.7.2	11	Failure to ensure compliance with DSO's on MAPPA including immediately advising the Authority of the Detainee who is subject to MAPPA.	High	Per Occurrence
D24 (HW)	HC2 2.1 2.2	12	Failure to provide the security requirements for the Hearing Centre	Medium	Per Occurrence
3. Admission & Discharge	3.1.1	13	Failure to admit a Detainee into the removal centre 24 hours a day in a safe, secure, humane and efficient manner including the recording of a Detainee's personal details, ensuring that a Detainee's dignity is maintained throughout the admission and discharge process	Medium	Per Detainee
	3.1.2	14	Failure to co-operate with the Escorting Service Provider to ensure the safe admission of a Detainee within 30 minutes from the arrival of the escorting vehicle.	Medium	Per Occurrence
	3.1.3	15	Failure to obtain and check all necessary documentation relating to a Detainee and to carry out remedial action with the Authority where the documentation is found not to be in order	Medium	Per Occurrence
	3.1.4	16	Failure to comply with agreed admissions processes and procedures as detailed in schedule D, the operational procedure documents and any other formal instructions by the Authority including the contractual agreed levels of admissions each month.	Medium	Per Detainee
	3.1.5	17	Failure to implement and comply with agreed age dispute processes	High	Per Occurrence

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	3.2.1	18	Failure to implement and comply with agreed discharge procedures for the required contract number of detainees each month.	High	Per Detainee
	3.2.4	19	Failure to return all property, cash and valuables to Detainees.	High	Per Occurrence
	3.2.6	20	Failure to cooperate fully with the Escorting Service Provider to ensure the safe discharge of a Detainee from the Removal Centre within 30 minutes from the arrival of the escorting vehicle.	Medium	Per Occurrence
	3.2.7	21	Failure to complete a PER and highlight any significant issues to the escorting contractor.	High	Per Occurrence
	3.2.8	22	Failure to provide onward travel facility as agreed in Schedule D	Low	Per Occurrence
	3.2.9	23	Failure to hand over the Detainee Transferable Document to the Escorting Service Provider or its transfer to the appropriate person if released or temporary admission.	Low	Per Occurrence
	3.2.9	24	Failure to deal with the records of a Detainee who has left the Service Providers custody including sending the documents to nominated locations and/or safe, secure storage	Low	Per Occurrence
4. Escorting	4.1.1 4.1.2	25	Failure to ensure dignity, welfare and needs of Detainees are met during escort.	Medium	Per Occurrence
	4.1.3	26	Failure to follow agreed procedures in respect of security including the use of restraints approved by the Authority	Medium	Per Occurrence

	4.2.1	27	<p>The Service Provider shall have failed to provide an arranged escort where it fails to carry out an escort at the arranged time and to the arranged location (except to the extent that such error, failure or delay is solely or directly caused by the Authority).</p> <p>The Service Provider shall not be deemed have failed to provide an arranged escort where:</p> <p>(a) A medical emergency requires the cancellation of a pre-planned escort to release escort staff to accompany the Detainee subject of the emergency, and</p> <p>(b) The Monitor (or other representative of the Authority in the Monitor's absence) agrees that such an emergency occurred.</p>	Medium	Per Occurrence
	4.2.2	28	Failure to provide an escort for an urgent emergency medical treatment outside of the Removal Centre	High	Per Occurrence

5. Healthcare – NOT USED

6. Keeping Children Safe From Harm – NOT USED

7. Catering	7.1.1	29	Failure to provide nutritional, varied and good quality meals as required in Schedule D taking into account any dietary requirements.	High	Per Day
	7.1.3	30	Failure to provide adequate eating utensils .	Medium	Per Day
	7.1.4	31	Failure to ensure that all supply, transport, storage and handling arrangements comply with relevant food safety legislation	High	Per Day
	7.1.5	32	Failure to provide light refreshments as detailed in Schedule D.	Low	Per Day

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8. Welfare & Facilities	7.1.6	33	Failure to arrange opportunities for Detainees to be consulted on upon services provided.	Low	Per Day
	7.1.7	34	Failure to employ, manage and properly supervise staff who are trained, skilled and experienced in all aspects of their work undertaken pursuant to the section 6.	Medium	Per Day
	8.1.1	35	Failure to prove appropriate clothing for Detainees as detailed in schedule D.	Low	Per Day
	8	36	<p>Failure to provide an Available Detainee Place. Failures will incur if any of the facilities described in schedule D are not available throughout the day including but not limited to failure to provide</p> <ul style="list-style-type: none"> • an adequately heated and lit environment • access to potable and freely available drinking water, throughout the entire day • a bed with a clean mattress and clean and adequate bedding • access to hot water for washing purposes • access to adequate sanitation facilities throughout the entire day; • access, where the place is in Removal from Association or Temporary Confinement accommodation, to a cell call system in good working order • access to the provision of three meals daily, at least two to be hot, to be served at breakfast, lunch and evening meal times <p>A Detainee Place shall also be deemed not to be available if:</p> <ul style="list-style-type: none"> • The Service Provider permits a Detainee to have sole occupancy of a multi occupancy room, without a valid medical or other reason as agreed by the Authority. Points shall be limited to one detainee place per day for each bed not occupied due to use of room as sole occupancy. 	Medium	Per Place

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	8.2	37	Failure to meet hygiene needs of a detainee	Low Per Occurrence
	8.2.8	38	Failure to maintain systems which are compliant with all relevant legislation relating to basic standards of hygiene.	Low Per Day
	8.3.1 8.3.2	39	Failure to have arrangements in place to provide a Detainee with an opportunity to participate in activities which will be part of a regime designed to provide for their recreational and intellectual needs and the relief of boredom and which reflect the age, gender, cultural and ethnic needs of a diverse population while maintaining safety and good order	Medium Per Day Per Regime Opportunity
	8.3.4	40	Failure to ensure that staff supervising structured PE trained to the correct standard as detailed in schedule D	Medium Per Day
	8.3.5	41	Failure to use ethnic and nationality monitoring of Detainees, to examine and identify any problems of access to activities as detailed in schedule D	Low Per Day
	8.4.1	42	Failure to provide an incentive scheme as detailed in schedule D.	Low Per Day
	8.5	43	Failure to provide library services as detailed in schedule D	Medium Per Day
	8.6.2	44	Failure to have proper auditable controls and systems including approved prices by the Home Office Manager and monthly reporting of shop accounts to Home Office Manager	Medium Per Day
	8.6.3	45	Failure to provide a service to exchange foreign currency to pounds sterling at no charge to a Detainee. Exchange rates should be displayed daily	Low Per Day

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	8.6.4 8.6.5	46	Failure to effectively manage shop profits for benefit of Detainees including obtaining approval from Home Office Manager and reporting to Home Office Centre Manager as detailed in schedule D.	Medium	Per Day
	8.7.1	47	Failure to effectively implement arrangements for the payment of the allowance in the agreed amount each week to every Detainee payable 24 hours after their arrival at the Removal Centre and thereafter on a daily basis.	Medium	Per Occurrence Per Place
	8.8.1	48	Failure to provide a Detainee with assistance to conclude domestic and/or business issues in the United Kingdom in preparation for their removal from the country.	Low	Per Occurrence
	8.9.1	49	Failure to provide paid work opportunities as agreed by the Authority	Medium	Per Day
	HC 5	50	Failure to provide refreshment vending facilities for the Hearing Centre	Low	Per Day
9. Religion & Race Relations	9.2.4	51	Failure to implement and manage a Race Relations Policy in respect of the Detainees, which shall include ensuring that no political, racial, religious or sexual material that may cause any form of offence is carried, displayed or transported and making available information on its Race Relations Policy to Staff, Detainees and Visitors.	Medium	Per Day
	9.2.1	52	Failure to have in place a Diversity and Equality Manager with responsibility for the investigation and assistance in monitoring of all complaints of alleged racial discrimination	Medium	Per Day
	9.2.3	53	Failure to ensure that material which may give any form of offence of a religious, racial or sexual nature is not on open display at the Removal Centre.	Low	Per Day
10. Communications	10.1.1 To 10.1.6	54	Failure to provide availability of correspondence (including mail and fax) delivery and collection service as set out in Schedule D.	Medium	Per Day

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	10.2.1	55	Failure to provide Detainees with provision to receive visits provided this would not compromise the safe, secure and efficient operation of the Removal Centre to the agreed times.	Medium	Per Day
	10.2.2	56	Failure to provide Transport between Removal Centre and nearest bus/railway station for the use of visitors to the Removal Centre each day to the agreed timetable.	Low	Per Day
	10.2.3	57	Failure to adequately record details of a Visitor including their home address.	Low	Per Occurrence
	10.2.4	58	Failure to ensure arrangements are in place to accommodate requests for a visit outside of normal visiting hours to a Detainee who is being removed from the UK later that day.	Medium	Per Occurrence
	10.2.5	59	Failure to ensure that Detainee property does not exceed 20kg in total without prior agreement from UKBA Manager as covered by relevant DSO	Medium	Per Occurrence
	10.2.6	60	Failure to produce a Detainee for a social visit within 30 minutes	Low	Per Occurrence
	10.2.9	61	Failure to implement a policy that safeguards and promotes the welfare of children in the Visitors area	Medium	Per Day
	10.3.1	62	Ensure arrangements are in place to facilitate and supervise Official, Legal or Case Related sits/Interviews and hearings between times listed in Schedule D every day of the year, but in cases of urgency, at other times. This shall include the use of a video conferencing facility.	Medium	Per Day
	10.3.3	63	Failure to provide access to Home Office personnel, Police Officers and HM Revenue and Customs Officer at any time.	Low	Per Day
	10.3.4	64	Failure to produce a Detainee for official, (including on site Home Office requests), legal or case related visit/interview within 30 minutes.	Medium	Per Occurrence

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	10.3.7	65	Failure to ensure Detainee has the right of access to their legal advisor, in person, by telephone or other appropriate means at any reasonable time.	Medium	Per Occurrence
	10.4.1	66	Failure to provide sufficient phones for detainees as listed in schedule D	Low	Per Day
11. Complaints	11.1	67	Failure to have effective complaints procedures as detailed in Schedule D	Low	Per Day
		68	Substantiated Complaints (Serious Complaint) Any substantiated, or partially substantiated complaint against a member of staff (whether specifically identified or not) in respect of a complaint of assault, damage to or loss of a Detainee's property, or racial abuse; PROVIDED THAT this does not apply to any complaint relating to accidental damage to a Detainee's property where the Service Provider has made full reimbursement to the Detainee.	High	Per Occurrence
		69	Substantiated Complaints (Other Complaint) Any substantiated, or partially substantiated complaint against a member of staff (whether specifically identified or not in respects of any other complaint not covered under performance measure 73 (above)	Medium	Per Occurrence
	11.1.5	70	Failure to ensure that all complaints of alleged racial discrimination are brought to the attention of the Authority and the Service provider's Race Relations Manager.	Medium	Per Occurrence
12. Use of Force, RFA and TC	12.1	71	Failure to follow agreed processes and approved techniques and restraints during use of force as listed in schedule D.	High	Per Day
	12.1.5	72	Failure to provide copies of Use of Force reports to UK Manager within 24 hours of incident.	Medium	Per Day
	12.2	73	Failure to comply with agreed Removal From Association procedures and the relevant DCO rules	Medium	Per Day

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		74	<p>Failure to provide an Available Removal from Association Place</p> <p>A Detainee Place will fail to be an Available Removal from Association Place on any day if:</p> <ul style="list-style-type: none"> any Detainee occupying such Detainee Place does not have available to him throughout the day all the facilities described in Schedule D any Detainee Place located in the Detainee Removal from Association Unit (as more particularly described in Schedule D) is unavailable for use at any time during such day 	Medium	Per Place
12.3		75	Failure to comply with agreed Temporary Confinement procedures and the relevant DCO rules	Medium	Per Occurrence
		76	<p>Failure to provide an Available Temporary Confinement Place,</p> <p>A Detainee Place will fail to be an Available Temporary Confinement Place on any day if:</p> <ul style="list-style-type: none"> any Detainee occupying such Detainee Place does not have available to him throughout the day all the facilities described in Schedule D any Detainee Place located in the Detainee Temporary Confinement Unit (as more particularly described in Schedule D) is unavailable for use at any time during such day 	Medium	Per Place

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13. Health & Safety	13.1	77	Failure to comply with all current Health & Safety Legislation and other relevant legislation and Best Practices resulting in a serious occurrence, or resulting in service of an improvement or prohibition notice or conviction for infringement of Health & Safety or Hygiene Legislation.	High	Per Day
14. Detainees at Risk	14.1	78	Failure to follow laid down procedures for the safety of Detainees as set out in Schedule D resulting in incidents of deliberate self harm resulting in physical injury requiring any form of healthcare intervention and involves any.	High	Per Occurrence
15. Contingency Planning	15.1.2	79	Failure to review, test and update contingency plans to the timescales given in Schedule D.	Medium	Per Occurrence
	15.1	80	Failure to follow contingency plans and procedures as detailed in Schedule D	High	Per Occurrence
16. Fire Prevention	16.1	81	Failure to develop and comply with Fire Prevention Policy and Procedures as detailed in Schedule D	Medium	Per Occurrence
17. Establishment of Cleaning – Has been incorporated into Schedule C					
18. UKBA Home Office Manager & IMB	18.1	82	Failure to co-operate effectively with UKBA Manager and provide all requirements to them as specified in schedule D	Medium	Per day
	18.2	83	Failure to meet needs of IMB resulting in a formal complaint from IMB as long as need in question is a right of IMB.	Medium	Per Occurrence
19. Staffing	19.1.1 19.1.2	84	Failure to provide Required Staffing Levels as detailed in Schedule D Table A.	As detailed in 2.1 below	As detailed in 2.1 below
	19.1.3	85	Failure to ensure there is a minimum of 1 Advanced C & R unit available at any time as per Schedule D 19 Document.	Medium	Per day
	19.1.5	86	Failure to deliver the daily information regarding the Required Staffing Level	Low	Per day

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	HC5	87	Failure to meet any of the staffing requirements for the Hearing Centre	Medium	Per Occurrence
20. Personnel	20.1	88	Failure to ensure that DCO's are trained appropriately as detailed in Schedule D.	Low	Per day
21. IT Systems	21.1	89	Failure to implement and maintain DMS (Detainee Management System)	Low	Per day
	21.1	90	Failure to provide access to DMS information held on system.	Low	Per day
22. Audit	22.1.1 22.1.2	91	Failure to develop, implement and operate the required audit arrangements as detailed in schedule D.	Medium	Per day
	22.1.6	92	Failure to notify and provide details of information which relates to the provision of available spaces, available services, untoward events and significant performance failures over the previous 24hours as set out in Schedule G to allow the validation of invoices.	High	Per day
24. Custody Suite (CN)	CS 1	93	Failure to Liaise with the Border Force Officers to maintain security.	High	Per Occurrence
	CS 2	94	Failure to admit and discharge prisoners as required	High	Per Occurrence
	CS 3	95	Failure to escort Border Force Visitors to and from the Custody Suite.	Low	Per Occurrence
	CS 4	96	Failure to provide medical Services as specified	Low	Per Occurrence
	CS 5	97	Failure to provide a varied and healthy menu to Border Force Prisoners	Medium	Per Occurrence
	CS 6	98	Failure to ensure that Border Force Prisoners are provided with living conditions that are hygienic and PACE compliant	Medium	Per Day
	CS 7	99	Failure to provide a stock of religious books are available on request by the Border Force Custody Officer	Low	Per Day
	CS 8	100	Failure to report any allegation of racial discrimination to the Border	High	Per

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			Force Custody Officer and to the Home Office Manager.		Occurrence
	CS 9	101	Failure to escort official, legal or case related visitors including Home Office, Police,	Low	Per Occurrence
	CS 10	102	Failure to ensure all force used by the Service Provider must be proportionate and reasonable in the circumstances.	High	Per Occurrence
	CS 11	103	Failure to provide sufficient CSOs as required.	Medium	Per Day
Other		104	Failure to act on a written notice of improvement or rectification Clause 48	High	Per day
		105	Failure to notify any matter which constitutes Performance Measure.	High	Per Occurrence
		106	Failure to provide required incident reports or any investigation report as specified by the Authority to the set deadlines. Or Failure to notify the Home Office Monitor in the event of any incident, submit an incident report within 24 hours of the incident and notify the Home Office Monitor in advance of any a planned debrief following any incident and/or emergency.	Medium	Per Occurrence
		107	Failure to provide a report requested by the Authority accurately or within the agreed timeframe or Failure to provide reports requested by the Authority in the specified format, containing the specified content by the due date and to circulate them to the approves circulation list.	Medium	Per Occurrence

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		108	<p>Failure to release (Failed Removal from the UK): 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):</p> <ul style="list-style-type: none"> • The failure to deliver custody of a Detainee to an escorting contractor to enable compliance with scheduled removal directions. <p>Points in the value a HIGH category shall be awardable on the day of failure to release resulting in a lost removal. Where failure to release results in additional days of detention either within the IRC, or another place of detention points in the value of LOW category shall be awardable each additional day (to a maximum of 6 additional days)the detainee remains in detention.</p>	High & Low (See definition)	Per Detainee
		109	<p>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):</p> <ul style="list-style-type: none"> • The erroneous detention of a Detainee; or • The unlawful release of a Detainee at any time; • The detention of a Detainee beyond four hours of notification of release. 	High	Per Detainee
		110	Failure to implement and comply with any DSO or other formal Authority instruction	High	Per Day
		111	Failure to comply with any other requirement of Schedule D not covered by a specific performance measure.	Low	Per Occurrence
	Schedule C Clause				
	1.1	112	<p>Failure to provide a prompt and appropriate remedy to faults/repairs reported via the helpdesk.</p> <p>Points in the High value category will be applied to corrective maintenance actions critical to ongoing operational capability or required for security or safety.</p> <p>Points in the low value category will be applied to low value minor works.</p>	High & Low (See definition)	Per Occurrence
	1.2	113	Failure to deliver an effective Planned Preventative Maintenance (PPM) regime	Low	Per Occurrence

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	1.3.1	114	Failure to maintain accurate records of the Maintained Assets on site.	Low	Per Occurrence
	1.4.1	115	Failure to comply with the applicable codes of Regulatory Agencies and Statutory Authorities.	High	Per Occurrence
	1.4.2	116	Failure to provide for the proper management of the requirements of H&S Legislation and other Statutory obligations	High	Per Occurrence
	2.1	117	Failure to adequately maintain, test and repair Security Systems used on site.	High	Per Occurrence
	2.2	118	Failure to prevent the blockage of sewers, pipes, drains, mains, ducts, conduits, watercourses and channels etc - along with associated infrastructure.	High	Per Occurrence
	2.3	119	Failure to have in place suitable plans and procedures to provide a rapid and suitable response to a range of facilities emergencies - and to periodically test the adequacy of such plans.	Low	Per Occurrence
	3.1	120	Failure to maintain suitable decoration standards in the IRC to ensure it is presentable, decent and fit for purpose at all material times.	Medium	Per Occurrence
	4.1.1	121	Failure to have in place a suitably trained and experienced Maintenance Manager and Deputy.	Low	Per Day
	4.1.2	122	Failure to have in place a suitably qualified team of maintenance operatives.	Medium	Per Day
	4.1.3	123	Failure to maintain suitable cleaning standards, both internally and externally, at all material times.	Medium	Per Day
	4.4.1	124	Failure to maintain plant and equipment to ensure it operates efficiently - and produce timely reports of energy useage on site.	Low	Per Occurrence
	4.4.3	125	Failure to provide a suitable Waste Management System to as far as practicable minimise the transportation of waste to general landfill.	Low	Per Occurrence
	4.5	126	Failure to provide reports and documentation to the Authority on a timely basis, or within a reasonable time when requested.	Medium	Per Occurrence
	Schedule C	127	Failure to comply with any other requirement of Schedule C not covered by a specific performance measure.	Medium	Per Occurrence

2.1 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) <Redacted> below.

Performance Cost

The Service Provider 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) <Redacted> 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:

Table A

Week

Bandings	Number of Detainees	Percentage Occupancy	Required Staffing Level of DCOs and DCO Managers (Total Hours)	
A	925 - 1017	91 – 100%	<Redacted>	
			<Redacted>	
B	824-924	81 – 90.9%	<Redacted>	
			<Redacted>	
C	620-823	61 – 80.9%	<Redacted>	
			<Redacted>	
D	619	60% and below	<Redacted>	
			<Redacted>	

Weekend

Bandings	Number of Detainees	Percentage Occupancy	Required Staffing Level of DCOs and DCO Managers (Total Hours)	
A	925 - 1017	91 – 100%	<Redacted>	
			<Redacted>	
B	824-924	81 – 90.9%	<Redacted>	
			<Redacted>	
C	620-823	61 – 80.9%	<Redacted>	
			<Redacted>	
D	619	60% and below	<Redacted>	
			<Redacted>	

* Day hours are defined as being between ...<Redacted> am, and ...<Redacted>.....pm
[“Day Staffing Hours”]

** Night hours are defined as being between ... <Redacted>.....pm, and <Redacted> am
[“Night Staffing Hours”]

In assessing whether the Service Provider has met the Required Staffing Levels the Authority shall:

- Staffing requirements will apply to Harmondsworth and Colnbrook IRCs for both night and day separately. Any failure to meet the Required Staffing Level for either Removal Centre for either period will constitute a staffing failure and will constitute a Failed Day. Only one Failed Day will be incurred for each calendar day in which any staffing failure occurs
- during the twenty four hour period starting at 00.01 hours on the day in question and finishing at midnight on the same day determine the aggregate number of Detainee Custody Officers and Detainee Custody Officer Managers on duty in the Removal Centre during Day Staffing Hours, and the aggregate number of Detainee Custody Officers and Detainee Custody Officer Managers on duty in the Removal Centre during Night Staffing Hours. For the avoidance of doubt, such determination shall be made by reference to the total number of DCOs and DCO Managers and the number of hours on which they were each on duty; and
- (where appropriate) award Performance Failure where there is any failure to meet the Required Staffing Levels. Performance Failures shall be awarded by reference to the number of days (each such day to be a **“Failed Day”**) on which the Required Staffing Level was not met, (either during the day or night hours or both), 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 Service Provider shall use its reasonable endeavours to meet the Required Staffing Levels as soon as reasonably possible but in assessing whether the Service Provider 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 Failure will accrue in any calendar month during which the number of Failed Days is two or fewer.
 - (iii) for the purposes of determining the number of Performance Failures accruing in respect of each Failed Day, the Performance Failures will be assessed separately and on the basis set out in paragraphs (iv), (v), and (vi) (a) and (b) below;
 - (iv) each Failed Day shall be assigned a “Severity Level” for Day Staffing Hours, and Night Staffing Hours in accordance with Table ‘B’ (Severity Levels). Where Day Staffing Hours at Harmondsworth or Colnbrook Removal Centres, and Night Staffing Hours at Harmondsworth or Colnbrook Severity Levels differ the highest severity level for the 24hr period shall be used, irrespective of whether the contractor was fully compliant in the other portion of the 24hr period or location;

Table B (Severity Levels)

Required Staffing Levels	95 - 90% of Level	89 - 85% of Level	84 – 80% of Level	79% of Level or Less
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Severity Level	A	B	C	D
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- (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)

Failed Day Band	Number of Failed Days
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 Failures will accrue in respect of each Failed Day in the amounts set out in the table in Table 'D' (Applicable Performance Failures 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 Failures per Failed Day)

Failed Day Band	Performance Cost £ per Failed Day			
	A	B	C	D
Band 1	<Redacted>	<Redacted>	<Redacted>	<Redacted>
Band 2	<Redacted>	<Redacted>	<Redacted>	<Redacted>
Band 3	<Redacted>	<Redacted>	<Redacted>	<Redacted>

3. SIGNIFICANT PERFORMANCE FAILURES

(CREDIT VALUE)

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 (Fixed and Variable Pricing) for “Significant Performance Failures” which are listed below:

Service Requirement	Significant Performance Failures	Deductions	Priority
SF1	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)	per incident	Critical
SF2	Failure to deliver any of the operating procedures as required in Schedule D	per document per day of delay greater than 7 days	High
SF3	<p>In the event of a Detainee escaping from lawful custody:</p> <p>From the Removal Centre such that the Detainee is no longer within the custody of the Service Provider (A “Detention Escape”) or</p>	<p>for any period exceeding 15 minutes or less than 15 minutes if a further offence is committed (a KPI Escape) the Service Provider shall be liable to make a payment to the Authority <u>per Detainee</u> (Detainee Incident), in each case regardless of the number of Detainees who have escaped.</p> <p>Where the Service Provider (not another agency such as the Police) apprehends the escaped detainee taking them back into custody within 3 hours of escape, AND no further offences have been committed (a "Recaptured Detainee"), only 25% of the relevant performance measure above shall be levied in respect of the Recaptured Detainee (£<Redacted>Detention Escape)</p> <p>Where multiple Detainees escaped, the reduced 25% rate above shall only apply to Recaptured Detainees, and each Detainee not recaptured shall attract 100% of the relevant performance</p>	Critical

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		measure (Critical - Detention Escape)	
SF4	<p>In the event of a Detainee escaping from lawful custody:</p> <p>Whilst being escorted outside the Removal Centre by the Service Provider such that the Detainee is no longer within the custody of the Service Provider (an "Escort Escape")</p>	<p>for any period exceeding 15 minutes or less than 15 minutes if a further offence is committed (a KPI Escape) the Service Provider shall be liable to make a payment to the Authority <u>per Detainee</u> (Detainee Incident), in each case regardless of the number of Detainees who have escaped.</p> <p>Where the Service Provider (not another agency such as the Police) apprehends the escaped detainee taking them back into custody within 3 hours of escape, AND no further offences have been committed (a "Recaptured Detainee"), only 25% of the relevant performance measure above shall be levied in respect of the Recaptured Detainee (£<Redacted> Escort Escape).</p> <p>Where multiple Detainees escaped, the reduced 25% rate above shall only apply to Recaptured Detainees, and each Detainee not recaptured shall attract 100% of the relevant performance measure, (Very High - Escort Escape).</p>	Very High

Any sums due under this Paragraph 3 shall be deducted from components A and B of the Operating Fee in respect of the first Performance Month following the relevant Significant Performance Failure 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 FAILURE CATEGORY CREDIT VALUE

The table below shows the cost value listed against the performance failure category

Performance Failure Category	Credit Value (£)
Low	£ <Redacted>
Medium	£ <Redacted>
High	£ <Redacted>
Very High	£ <Redacted>
Critical	£ <Redacted>

5. PERFORMANCE MEASURES REVIEW

5.1 The Authority may at anytime:

- 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 Performance failure category High and all such new Performance Measures not in aggregate exceeding £<Redacted> after deducting any removed Performance Measures.
- c) vary the Performance Failure Category per single occurrence for any Performance Measure by no more than one Performance Failure Category higher than the current Performance Failure Category.

5.2 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 Service Provider under the Contract in connection with the operation of the Removal Centre.

5.3 The Performance Measures and Performance Points will be reviewed by the Authority and the Service Provider prior to the first anniversary of the Commencement Date.

5.4 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.