

**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**

Performance Levels

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Critical Performance Failure”	the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
“Improvement Notice”	a notice issued by the Authority which requires the Supplier to improve performance in relation to low level failures within 7 days;
“Low-Level Failure”	measurement of performance which has a low level adverse impact on the provision of the Services and are not listed within Part I of Annex 1 of Schedule 2.2 (Performance Levels);
“Low-Level Repeat Failure”	has the meaning given in Paragraph 4.2 (d) of Part B;
“Low-Level Persistent Failure”	has the meaning given in Paragraph 4.2 (e) of Part B;
“Material KPI Failure”	means one of more of the following failures: (a) KP9 Serious Failure; (b) KP10 Serious Failure; (c) KP15 Serious Failure; and/or (d) a Severe KPI Failure, as set out against the relevant Key Performance Indicator in Table 2 of Part I of Annex 1 of Schedule 2.2 (Performance Levels);
“Minor KPI Failure”	shall be as set out against the relevant Key Performance Indicator in Table 3 of Part I of Annex 1 of Schedule 2.2 (Performance Levels);
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1(a) of Part B;
“Performance Review Meeting”	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Paragraph 1.5 of Part B;
“Material KPI Persistent Failure”	has the meaning given in Paragraph 3.3 of Part A;

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**“Performance Failure
Category”**

the category for which each performance indicator is linked to as set out against the relevant Key Performance Indicator in Part I of Annex 1 of Schedule 2.2 (Performance Levels);

**“Resolution Service
Plan”**

the plan the Supplier will put in place to ensure the required improvement is achieved as set out in an Improvement Notice;

GENERAL PROVISIONS

1. INTRODUCTION

1.1 This Schedule sets out:

- (a) the Key Performance Indicators and other criteria against which the Supplier's fulfilment of the Services Requirements shall be measured;
- (b) the process by which Key Performance Indicators are added, amended or removed;
- (c) the Supplier's obligation to continually improve performance against the Key Performance Indicators;
- (d) the Supplier's requirement to report on its performance against the Key Performance Indicators;
- (e) the mechanism for applying Service Credits on the occurrence of a KPI Failure.

2. PERFORMANCE OF THE SERVICES

2.1 The Supplier shall perform the Services to meet or exceed the performance standards defined in the Schedule 2.1 (Services Description) and the Key Performance Indicators (KPIs) defined within this Schedule.

2.2 The objective of this Schedule is to:

- (a) ensure that the Supplier's performance meets the Authority's business and regulatory requirements;
- (b) give prime responsibility to the Supplier for the end-to-end service;
- (c) provide a mechanism designed to highlight any failures to perform;
- (d) provide measurements and information for identifying causes of failure and rectifying them;
- (e) incentivise the resolution of root causes;
- (f) prevent repeated failures to meet Key Performance Indicators; and
- (g) address the continuous improvement and achievement of Key Performance Indicator.

PART A: PERFORMANCE INDICATORS

1 PERFORMANCE INDICATORS

- 1.1 Annex 1 sets out the Key Performance Indicators (KPIs) which shall be used to measure the performance of the Services by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Credits shall accrue for any KPI Failure (as set out in Annex 1) and shall be calculated as detailed within paragraph 2 and 3.

2 SERVICE CREDITS

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Performance Level in respect of a Key Performance Indicator, no Service Credit shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Service Period is below the Performance Level in respect of a Key Performance Indicator, a Service Credit shall accrue to the Supplier in respect of that Key Performance Indicator as detailed within paragraph 2.3 Performance Failure Category Credit Value.
- 2.3 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).

Performance Failure Category	Credit Value
Minor	■
Serious	■
Severe	■
Critical	■

3. PERSISTENT KEY PERFORMANCE INDICATOR FAILURES

- 3.1 The Supplier shall endeavour to keep failures in the Services to a minimum. Where persistent failures occur, both Parties will, in the first instance, actively seek to resolve the failures quickly and amicably through changing behaviours and/or processes which shall be managed by the Contract Management Team in accordance with Schedule 8.1 (Governance).
- 3.2 In the unlikely event of Key Performance Indicator failures occurring on a regular basis or if they are deemed to be a Critical Performance Failure or Material, then the Authority shall have the right to apply for Persistent Failure as set out below in paragraphs 3.3, and 3.3.1. The Authority shall act reasonably when invoking these paragraphs.

KPI Persistent Failure

- 3.3 Where the same Material KPI Failure occurs over 3 (three) consecutive Service Periods or 3 (three) Service Periods in a 6 (six) month period and the Supplier has failed to fully resolve such failure, then the Authority shall deem this to be a “**KPI Persistent Failure**”.

3.3.1 In the event of a KPI Persistent Failure:

- (a) Clause 7.2 of the Agreement shall apply;
- (b) the Supplier shall comply with the Rectification Plan Process; and
- (c) the Supplier will be obliged to pay sums as detailed in Performance Failure Category Credit Value, under the Performance Failure Category **Severe**.
- (d) For the avoidance of doubt, Service Credit values for Persistent Failures will be additional to the Service Credit value calculated in respect of the shortfall in performance in respect of each Performance Measure.

4 KEY PERFORMANCE INDICATORS REVIEW

- 4.1 The Authority has the right to amend, remove, replace or add KPIs in accordance with Clause 7.7 of the Agreement and the following:

- (a) subject to agreement with the Supplier, such agreement not to be unreasonably withheld or delayed, from time to time and at no cost, apply one of the following options, which will be implemented, as applicable, by means of a formal contract change made in accordance with the provisions of and procedure set out in Schedule 8.2 (Change Control Procedure):
 - (i) amend any existing KPIs as far as is reasonable; and/or
 - (ii) replace any existing KPIs with any new KPIs, on a reasonable like for like basis;
- (b) the Authority should as far as is reasonable, ensure that where a change is made to an KPI which may vary the current ‘Performance Failure Category’ the variation shall be no more than one Performance Failure Category higher or lower than the current Performance Failure Category.
- (c) in any rolling period of 12 months the Service Credit Cap shall be:
 - (i) in the period of from 0 to 3 months from the first Operational Service Commencement Date to occur after the Effective Date, the Service Level Cap shall be the value equal to 0% of the Anticipated Average Monthly Service Profit Margin which shall exclude Critical Performance Failure Category, for the month in which the service failures occurred, with the option for the Authority to review;
 - (ii) in the period from month 4 to month 15 from the first Operational Service Commencement Date to occur after the Effective Date, the Service Level Cap shall be the value equal to 100% of the Anticipated Average Monthly Service Profit Margin which shall apply to all service failures, other than as specified in sub-paragraph 4.1 (c) (iii) below;

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- (iii) in the period from month 4 to month 15 starting from whichever date is the earliest:
 - (aa) the first Operational Service Commencement Date to occur after the Effective Date;
 - (bb) the date the Authority to Proceed is issued; or
 - (cc) the date the Transition Period expires,

the Service Level Cap to be applied to service failures KP12, KP13, and KP14, as set out in Annex 1, Part 1, Table 2 for the month in which the service failures occurred, shall be the value equal to 0% of the Anticipated Average Monthly Service Profit Margin, with the option for the Authority to review; and

- (iv) in the period from month 16 to the remainder of the term of the Contract, starting from the first Operational Service Commencement Date to occur after the Effective Date, the Service Level Cap shall be the value equal to 100% of the Anticipated Average Monthly Service Profit Margin, which shall apply to all service failures for the month in which the services failures occur.

4.2 The Key Performance Indicators will be reviewed by the Authority and the Supplier prior to the first anniversary of the Commencement Date and at annual intervals thereafter.

4.3 The review will aim to set challenging targets for the operation of the Immigration Removal Centre or Pre-Departure Accommodation, using Key Performance Indicators which reflect the Authority's commitment to high standards of care in Immigration Removal Centre or Pre-Departure Accommodation and the ability of the Authority to properly establish that the Services are being provided to a high standard.

5. DEPENDENCY ON THIRD PARTY

5.1 Where there is a failure by the Supplier to meet its obligations under the Agreement, including the provision of timely Services and that failure is due to a specific dependency on a third party who is contracted by the Authority (i.e. not a sub-contractor of the Supplier), as far as is reasonable and subject to the following, the Authority may use its discretion, not to apply Service Credits:

- (a) each case will be assessed by the Authority according to its circumstances to determine fault,
- (b) prior to the making of any decision on this issue the Authority may request from the Supplier such information as it may reasonably need to determine fault; and
- (c) by making a decision under this paragraph the Authority is not waiving its right to exercise and enforce any (without limitation) rights, remedies, powers or privileges it may have, if the Supplier is found to be at fault, including the right to apply or not a Service Credit.

PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within 7 working days of the end of the relevant Performance Month, the Supplier shall send its monthly Performance Monitoring Report, in a form specified by the Authority:
- (a) which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the “**Performance Monitoring Report**”); and
 - (b) a report to the Authority’s senior responsible officer which summarises the Supplier’s performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the “**Balanced Scorecard Report**”).

Performance Monitoring Report

- 1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;
- (b) a summary of all Performance Failures that occurred during the Service Period;
- (c) the severity level of each KPI Failure which occurred during the Service Period;
- (d) which Performance Failures remain outstanding and progress in resolving them;
- (e) for any Material KPI Failures occurring during the Service Period, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier’s progress in implementing that Rectification Plan;
- (g) for any KPI Persistent Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- (i) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Contingency Plan;
- (j) relevant particulars of any aspects of the Supplier’s performance which fail to meet the requirements of this Agreement;
- (k) such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

- (l) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- (m) the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;
- (n) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Contingency Plan; and

Balanced Scorecard Report

- 1.3 The Balanced Scorecard Report shall be presented in the form of a dashboard and, as a minimum, shall contain a high-level summary of the Supplier's performance over the relevant Service Period, including details of the following:
 - (a) financial indicators;
 - (b) the Target Performance achieved;
 - (c) behavioural indicators;
 - (d) performance against its obligation to pay its Sub-contractors within 30 (thirty) days of receipt of an undisputed invoice;
 - (e) Milestone trend chart, showing performance of the overall programme; and
 - (f) sustainability and energy efficiency indicators, for example energy consumption and recycling performance.
- 1.4 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed, and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.5.
- 1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - (a) take place within 5 (five) Working Days of the Performance Monitoring Report being issued by the Supplier;
 - (b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - (c) be attended by the Supplier Representative and the Authority Representative.
- 1.6 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure.

2 PERFORMANCE RECORDS

- 2.1 The Supplier shall keep appropriate documents and records (including, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 (twelve) months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

3 PERFORMANCE VERIFICATION

- 3.1 If the Authority does not agree with content contained within the Performance Monitoring Report referred to in paragraph 1.2 above, it shall notify the Supplier in writing stating the reason(s). Within 7 working days of receipt of such notification, the Supplier shall submit a written response to the Authority to each point raised and shall provide supporting evidence in mitigation for each disputed point.
- 3.2 Reference to contract clauses or paragraphs within a contract schedule are for guidance only. Any Key Performance Indicator not referenced to a Clause or paragraph within a contract schedule should be considered to apply to all Services.
- 3.3 In the context of any Service Level Cap then the provisions set out in Clause 7.3 of the Agreement shall apply on performance failings, with the exception of the following:

Critical Performance Failure Category.

- 3.4 For the purpose of all other measures the Supplier will not be obliged to pay any sums in excess of 100% of the Anticipated Average Monthly Service Profit Margin as set out in Table 5b of Annex 1 of Schedule 7.1 (Charging and Invoices) for any Service Period in which performance failings occur.

4 'LOW-LEVEL' FAILURES

- 4.1 The Authority reserves the right to decide what is considered as a Low-Level Failure.
- 4.2 The Authority shall exercise and enforce all or any rights and/or remedies it considers appropriate, where there is a repeated failure to meet Low-Level requirements. The Authority will inform the Supplier of the improvements needed to rectify the repeated failure. If these improvements are not made, the Authority has the right to invoke the Low-Level Failure Measure as detailed in paragraph 4.3.

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	████
Serious	████
Severe	████
Critical	████

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 █████, 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)

CRITICAL PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
	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	<p>An Immigration Removal Centre or Pre-Departure Accommodation Escape.</p> <p>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.</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.</p>	CRITICAL	100%	Per Detainee

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CRITICAL PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of 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>			

2 Key Performance Indicators (Table 2)

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency Measurement 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/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency 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, 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 paragraph 15.1 and 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, paragraphs 3.1 & 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 paragraph 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/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency Measurement of
		long as the Detainee is in the custody of the Supplier.			
Sch. 2.1, 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 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 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 Vacancy

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PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency Measurement of
Model and 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: Per Day State 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/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency 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/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
Sch. 2.1 paragraphs 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 paragraph 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 paragraph 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 / Per occasion/Quarter
Sch. 8.4, 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 Day

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PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
		Accommodation Operating Standards or published Detention Services Order (DSO).			
Sch. 2.1, paragraphs 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, paragraph 8.3 - 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