



Home Office

**AUTHORITY: The Secretary of State for the Home
Department (acting through the Home Office)**

**SCHEDULE 3
PERFORMANCE LEVELS**

**Campsfield Immigration Removal Centre
Contract**

Performance Levels

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

“Critical KPI Failure”	shall be as set out against the relevant Key Performance Indicators in Table 1 of Part I of Annex 1 of this Schedule;
“Critical Performance Failure Category Value”	means a Critical Performance Failure that gives rise to the Supplier obligation to pay a Service Credit to the value set out in the table in paragraph 2.4 of Part A of this Schedule;
“Improvement Notice”	a notice issued by the Authority which requires the Supplier to improve performance in relation to low level failures within 7 days;
“KPI Persistent Failure”	has the meaning given in Paragraph 3.5 of Part A of this Schedule;
“Low-Level Failure”	a performance failure that has a low-level adverse impact on the provision of the Services and is not listed within Part I of Annex 1 of this Schedule;
“Low-Level Repeat Failure”	has the meaning given in Paragraph 4.3 (d) of Part B of this Schedule;
“Low-Level Persistent Failure”	has the meaning given in Paragraph 4.3 (e) of Part B of this Schedule;
“Material KPI Failure”	<p>means one of more of the following failures:</p> <ul style="list-style-type: none">(a) KP10 Serious Failure;(b) KP11 Serious Failure;(c) KP16 Serious Failure;(d) KP23 Serious Failure;(e) a Severe KPI Failure;(f) KP1 Critical Failure; and/or(g) KP2 Critical Failure, <p>as set out against the relevant Key Performance Indicators in Tables 1 and 2 of Part I of Annex 1 of this Schedule;</p>
“Material KPI Persistent Failure”	has the meaning given in Paragraph 3.3 of Part A;

“Minor KPI Failure”	shall be as set out against the relevant Key Performance Indicator in Table 3 of Part I of Annex 1 of this Schedule;
“Performance Failure”	the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
“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 this Schedule;
“Performance Failure Category Value”	means a Performance Failure which gives rise to the Supplier obligation to pay a Service Credit to the value set out in the table in paragraph 2.3 of Part A of this Schedule;
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1(a) of Part B of this Schedule;
“Performance Review Meeting”	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Contract, as further described in Paragraph 1.5 of Part B of this Schedule;
“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;
“Serious KPI Failure”	shall be as set out against the relevant Key Performance Indicators in Table 2 of Part I of Annex 1 of this Schedule; and
“Severe KPI Failure”	shall be as set out against the relevant Key Performance Indicators in Table 2 of Part I of Annex 1 of this Schedule; and
“Service Credit Mitigation”	has the meaning given in Paragraph 1.2(m) of Part B of this Schedule.

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 and Social Value 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; and
- (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:

- (a) to meet or exceed the performance standards defined in the Schedule 2 (*Services Description*) and the Key Performance Indicators (KPIs) defined within this Schedule; and
- (b) in accordance with Schedule 8 (*Supplier Solution*); and
- (c) in accordance with any other Schedule or Clause of this Contract, and
shall ensure that any sub-contractors used by the Supplier do likewise.

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 Indicators.

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 Key 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 paragraphs 2.3 and 2.4 below, save that no Service Credits shall accrue within the first three months following the Operational Service Commencement Date, except for those that accrue in respect of KP1, KP2 and KP3. For KP1, KP2 and KP3, Service Credits shall accrue from the Operational Service Commencement Date.
- 2.3. The cost value of a Service Credit arising from a Performance Failure Category listed in the table below, will be the relevant percentage (as listed in the table 1 below), of the Anticipated Average Monthly Service Profit Margin (as set out in Table 5a of Annex 1 of Schedule 15 (*Charges and Invoicing*)).

Table 1

Performance Failure Category Value	Percentage
Minor	0.25%
Serious	1%
Severe	5%

- 2.4. The cost value of a Service Credit arising from the Critical Performance Failure Category Value listed in the table below will be the amount set out in the table 2 below:

Table 2

Critical Performance Failure Category Value	Amount
██████	██████

3. PERSISTENT KEY PERFORMANCE INDICATOR FAILURES

- 3.1 Where persistent Key Performance Indicator failures occur, the Supplier will, in the first instance, actively seek to resolve those failures quickly and amicably, with a view to ensuring performance to the required performance levels. Where for reasons that the Supplier can properly demonstrate to the Authority's satisfaction, the failures cannot be resolved by the Supplier, the Parties shall 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 21 (*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 Material KPI Persistent Failure as set out below in paragraphs 3.3 and 3.3.1. The Authority shall act reasonably when invoking these paragraphs.

Material 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 **"Material KPI Persistent Failure"**.
- 3.3.1 In the event of a Material KPI Persistent Failure:
- (a) Clause 7.2 of the Contract 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**; and
 - (d) for the avoidance of doubt, any **"Material KPI Persistent Failure"** Service Credit values will be additional to the Service Credit value calculated in respect of the shortfalls in performance in respect of each Performance Measure.
- 3.4 Excluding Critical Performance Failure Category and KP3, any Material KPI Persistent Failure excludes the period from 0 to 3 months from the first Operational Service Commencement Date to occur after the Effective Date.

KPI Persistent Failure

- 3.5 Where the same KPI Failure, excluding Critical, Material and Low-Level 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**”.
- 3.5.1 In the event of a KPI Persistent Failure:
- (a) Clause 7.2(a) of the Contract shall apply; and
 - (b) the Supplier will be obliged to pay sums as detailed in Performance Failure Category Credit Value, listed as Severe in paragraph 2.3 table 1; and
 - (c) for the avoidance of doubt, Service Credit values for KPI Persistent Failures will be additional to the Service Credit value calculated in respect of the shortfall in performance in respect of each Performance Measure.
- 3.6 KPI Persistent Failure excludes the period from 0 to 3 months from the first Operational Service Commencement Date to occur after the Effective Date.
- 3.7 Provision of paragraphs 3.5, and 3.5.1 shall not apply to KP13 (Failure to provide the number of DCOs and DCMs that are funded as part of the Contract).

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 Contract 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 22 (*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; and
 - (b) the Authority should as far as is reasonable, ensure that where a change is made to a 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.
- 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, using Key Performance Indicators which reflect the Authority’s commitment to high standards of care in Immigration Removal Centre and the ability of the Authority to properly establish that the Services are being provided to a high standard.

5. SERVICE CREDIT CAP

- 5.1 Subject to paragraph 2.2 above, in any rolling period of 12 months the Service Credit Cap shall be:
- (a) in the period from 0 to the end of month 3 from the first Operational Service Commencement Date to occur after the Effective Date, the Service Credit Cap for Service Credits excluding Critical Performance Failure Category and KP3 shall be the value equal to 0% of the Anticipated Average Monthly Service Profit Margin for the month in which the relevant Service KPI Failure occurred, with the option for the Authority to review;
 - (b) in the period from 0 to the end of month 3 from the first Operational Service Commencement Date to occur after the Effective Date the Service Credit Cap for KP3 shall be the value equal to 100% of the Anticipated Average Monthly Service Profit Margin for the month in which the relevant Service KPI Failure occurred. In accordance with paragraph 5.2, Critical Performance Failure Category Value shall not be subject to the Service Credit Cap and shall be payable in full;
 - (c) in the period from the beginning of month 4 to the end of month 6 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 5.1 (d) below;
 - (d) in the period from the beginning of month 4 to end of month 6 starting from the first Operational Service Commencement Date to occur after the Effective Date the Service Level Cap to be applied to service failures KP13, KP14, and KP15, as set out in Annex 1, Table 2 for the month in which the relevant Service KPI Failure occurred, shall be the value equal to 0% of the Anticipated Average Monthly Service Profit Margin, with the option for the Authority to review. In accordance with paragraph 5.2, Critical Performance Failure Category Value shall not be subject to the Service Credit Cap and shall be payable in full; and
 - (e) in the period from the beginning of month 7 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 relevant Service KPI Failure occurred. In accordance with paragraph 5.2, Critical Performance Failure Category Value shall not be subject to the Service Credit Cap and shall be payable in full.
- 5.2 In the context of any Service Credit Cap then the provisions set out in Clause 7.3 of the Contract shall apply on performance failings, with the exception of the following:
- (a) Critical Performance Failure Category.
- 5.3 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 15 (*Charges and Invoicing*) for any Service Period in which performance failings occur.

6. DEPENDENCY ON THIRD PARTY

- 6.1 Where there is a failure by the Supplier to meet its obligations under the Contract, 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 Contract;

- (k) such other details as the Authority may reasonably require from time to time; and
- (l) where the Supplier requests that a Service Credit be waived by the Authority, the Supplier shall submit detailed information no later than 48 hours ahead of any Performance Review Meeting, or where possible, detail/information should be declared as soon as is available, explaining the reasons why a Service Credit should not be applied. Such mitigations shall be considered by the Authority at its sole discretion. Where the Authority requests additional information to support the Supplier's request for a Service Credit waiver, that additional information shall be provided by the Supplier within 5 working days of the Performance Review Meeting. The Authority shall agree to a Service Credit waiver only where sufficient mitigating information has been provided by the Supplier in the time allocated and the Authority is satisfied that the circumstances leading to the Performance Failure were outside of the Supplier's control.
- (m) Service Credit Mitigation is the process as outlined in Annex A which shall be adhered to whilst working with the Authority during Performance Review Meetings.
- (n) For any escalation of the outcome of Service Credit Mitigation, the Supplier shall follow the Escalation Process as outlined in Schedule 21 (Governance), paragraph 6.1 under the 'Operational Issues' section.

Information in respect of previous Service Periods

- (o) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- (p) the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods; and
- (q) 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.

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 sub-contractors directly involved with this contract, 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 and its sub-contractors directly involved with this contract 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 (as well as historic Performance Monitoring Reports and historic Balance Scorecard Reports) 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.

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:
- (a) the Authority will 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;
 - (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 cost value of a Service Credit arising from a Performance Failure Category listed will be the relevant percentage as set out in the table in paragraph 2.3 of Part A: Performance Indicators of this Schedule, and of the Anticipated Average Monthly Service Profit Margin (as set out in Table 5a of Annex 1 of Schedule 15 (*Charges and Invoicing*)).

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 £[REDACTED], 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 financial loss to the Authority.

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 in the tables below.

In accordance with paragraphs 2.1 of the general provisions part of this Schedule 3 the Supplier is required to:

- (a) meet the performance standards, and requirements of Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*), and any other schedule or Clause of the Contract. Any reference in the Schedule/Clause column of the tables below, shall be construed to also include any relevant part of Schedule 8 (*Supplier Solution*) for that Key Performance Indicator. For the avoidance of doubt Key Performance Indicators shall apply to Schedule 8 (*Supplier Solution*), and Service Credits applied where the Supplier fails to deliver obligations within that schedule; and
- (b) ensure any sub-contractors used by the Supplier meets the performance standards, and requirements of Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*), and any other schedule or Clause of the Contract. For the avoidance of doubt Key Performance Indicators shall apply to services delivered by sub-contractors used by the Supplier, and Service Credits applied against the Supplier where a sub-contractor fails to deliver the required standard of service.

The Authority reserves the right to publish any of the KPIs (including performance against those KPIs) included in the tables below. Publication of KPIs will be at the discretion of the Authority. For the avoidance of doubt any KPI selected by the Authority for publication shall be deemed Publishable Performance Information and shall form part of the Transparency Information under this Contract.

1. Key Performance Indicators (Table 1)

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 Fatality

Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
	KP2	<p>In the event of a Detainee escaping from lawful custody from the Immigration Removal Centre 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> <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 shall be levied in respect of the Recaptured Detainee.</p> <p>Where multiple Detainees escape, 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>	CRITICAL	100%	Per Detainee that has escaped

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 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 abscond, 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 that has absconded

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency Measurement of
Sch. 2 paragraph 3.2	KP4	Failure resulting in a Detainee being released without the express direction of the Authority.	SEVERE	100%	Per Detainee released
Sch.2 paragraph 13.1 and Sch. 26	KP5	Failure to have in place, test, initiate or follow a contingency plan as set out Schedule 2 paragraph 13.1 and Schedule 26 (Service Continuity Plan and Corporate Resolution Planning)	SEVERE	100%	Per Occurrence
Sch. 2	KP6	Hospitalisation: Failure to comply with any obligation under the Contract 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 occurrence of injury or harm
Not Used	KP7	Not Used			
Sch. 2 paragraphs 3.1.3 c) d) e) 3.1.4 e) n) 3.2.1 c) d) h) o) 3.2.4 a) b) c) 3.17	KP8	Failure to admit a Detainee arriving at the Centre(s) or discharge or release a Detainee. Specific clauses that are applicable are listed below with a summary: 1. Cooperating with the Escorting Provider to ensure Admission in line with Schedule 2 paragraph 3.1.3 c) d) e). 2. Processing Detainee's Admission to ensure access to healthcare screening and allocation to a residential room in line with the	SERIOUS	100%	1. Per vehicle - para 3.1.3 c) and Per Detainee - para 3.1.3 d) e) 2. Per Detainee 3. Per Detainee

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency Measurement of
		<p>requirements in Schedule 2 paragraph 3.1.4 e) n).</p> <p>3. Processing Detainee's Discharge with the appropriate authority, on time and in full cooperation with the Escorting Provider as per Schedule 2 paragraph 3.2.1 c) d) h) o).</p> <p>4. Discharging multiple Detainees in line with Schedule 2 paragraph 3.2.4 a) b) c).</p> <p>5. Accommodating Detainees on induction units, managing first night risks and undertaking welfare checks in line with Schedule 2 paragraph 3.17.</p>			<p>4. Per charter flight</p> <p>5. Per Detainee</p>
Sch. 2 paragraph 4.2.1	KP9	Failure to provide an escort for medical treatment outside of the Immigration Removal Centre and to supervise for so long as the Detainee is in the custody of the Supplier.	SERIOUS	100%	Per Occurrence
Sch. 2 paragraph 9.6	KP10	<p>Substantiated Complaints: In relation to any substantiated, or partially substantiated complaint, as defined in DSO 'Handling Complaints in Immigration Removal Centres,' which can be accessed via the following link: https://www.gov.uk/government/publications/handling-complaints-in-immigration-removal-centres. The Authority will apply Service Credits on the occurrence of the KPI Failure under Performance Category Serious. This does not apply to any complaint relating to accidental damage to a</p>	SERIOUS	100%	Per Substantiated Complaint or Per Partially Substantiated Complaint

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency Measurement of
		Detainee's property, where the Supplier has made full reimbursement to the Detainee.			
Sch. 2 paragraph 10.1	KP11	Failure to comply with obligations under the Contract Schedule 2, paragraph 10.1 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.	SERIOUS	100%	Per individual infraction
Sch. 2	KP12	Healthcare Intervention: Failure to comply with any obligation under the Contract 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 occurrence of injury or harm
Sch.2 Annex B and Sch. 8	KP13	<p>Failure to provide the number of DCOs and DCMs that are funded as part of the Contract. The Supplier should provide a report setting out the total headcount of DCOs and DCMs on the 7th working day of each month.</p> <p>Note: The performance measure will be based on the number of vacancies reported as of the last day of each month.</p>	SERIOUS	100%	Per DCO or DCM Vacancy

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
Sch. 2 Annex B – and Sch. 8	KP14	Failure to provide Required Staffing Levels as detailed in Schedule 2 Annex B categorised as 'Red' and Schedule 8 (Supplier Solution).	SERIOUS	100%	Per unstaffed post: Per Day State Per Night State
Sch. 2 / Sch. 8	KP15	<p>Failure to perform sufficient/timely recruitment processes in order to maintain the permanent non DCO & DCM numbers as detailed in Schedule 8 (Supplier Solution) resulting in positions remaining unfilled for a period exceeding 3 (three) months.</p> <p>The Supplier should provide a report setting out the total headcount of permanent non DCOs and DCMs on the 7th of each month.</p> <p>Note: The performance measure will be based on the third consecutive month of any permanent non-DCO and DCM vacancies, reported as of the last day of each month.</p>	SERIOUS	100%	Per Vacancy
Sch. 2 paragraph 14.4 b) and h)	KP16	Failure to ensure staff (including sub-contractor staff) adhere to the staff code of conduct and the culture and conduct policy as detailed in Schedule 2 paragraph 14.4 Maintaining a Healthy Staff Culture.	SERIOUS	100%	<p>Per Occurrence of</p> <p>(a) non provision of the requirement by the Supplier; and/or</p> <p>(b) Staff not</p>

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
					following the staff code of conduct and the culture and conduct policy.
Sch. 2 paragraph 14.6	KP17	Failure to ensure each member of staff is trained (including refresher training), inducted and mentored appropriately as detailed in Schedule 2 paragraph 14.6.	SERIOUS	100%	Per Occurrence
Sch. 2 paragraph 17.1	KP18	Failure to provide an Available Detainee Place as certified for Rule 15, Rule 40, Rule 42 except where otherwise agreed by the Authority as part of maintenance.	SERIOUS	100%	Per Detainee place, per day not the detainee place is not provided Per day
Sch. 35 paragraphs 3.7.1, 3.7.2,	KP19	Failure to maintain in accordance with Schedule 35 (<i>Maintenance and Cleaning</i>) (paragraphs 3.7.1, and 3.7.2,) the IRC, Site and all plant, machinery, M&E, HVAC and FF&E. To provide a prompt and appropriate remedy to faults/repair, in line with the Priority categorisation system (paragraphs 3.7.1 and 3.7.2).	SERIOUS	100%	Per Occurrence
Sch. 35 paragraphs 3.9.7, 3.9.8, 3.9.9, 3.9.10 and 5.5	KP20	Failure to keep clean Detainee accessed areas in accordance with Schedule 35 (<i>Maintenance and Cleaning</i>) (paragraphs 3.9.7, 3.9.8, 3.9.9, 3.9.10 and 5.5) at the IRC site.	SERIOUS	100%	Per Occurrence

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency Measurement of
Sch. 24 Annex 6	KP21	Failure to report a Serious Incident in accordance with the requirement of Schedule 24 (<i>Reports and Records Provisions</i>), Annex 6: Incident category – Serious Incidents.	SERIOUS	100%	Per incident
Sch. 24 paragraphs 18.3 to 18.8 and Sch. 7.1	KP22	Failure to undertake Major Facilities Assets Works in accordance with the requirements set out within Schedule 35 (<i>Maintenance and Cleaning</i>) paragraphs 18.13 to 18.18 and Schedule 15 (<i>Charges and Invoicing</i>).	SERIOUS	100%	Per Occurrence
Sch. 5	KP23	Failure to comply with Schedule 5 (<i>Security Management</i>).	SERIOUS	100%	Per Occurrence

3. Key Performance Indicators (Table 3)

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
Sch. 2 paragraphs 2.2 - 2.8	KP24	Failure to provide appropriate and adequate Dynamic, Procedural and Physical security and Security Intelligence in line with Schedule 2 (<i>Services Description</i>) paragraphs 2.2 - 2.8 refer.	MINOR	100%	Per Occurrence
Sch. 2 paragraph 4.2.1	KP25	Planned Escort: Failure to provide an escort outside of the Immigration Removal Centre, and to supervise for so long as the Detainee is in the custody of the Supplier.	MINOR	100%	Per Occurrence
Sch. 2. paragraph 16.1	KP26	Failure to provide an Audit Schedule prior to the commencement of each performance year and carry out any Audit required (under the Contract) in accordance with the agreed Audit Schedule and remedy non-compliances within timescales as set out in Schedule 2, paragraphs 16.1.1- 16.1.5.	MINOR	100%	Per Occurrence
Sch. 24,	KP27	Failure to provide comprehensive and accurate Management Information Reports, provide data within the Virtual Library or any other requirement as set out within Schedule 24 (<i>Reports and Records Provisions</i>). Excluding any requirements that fall under KP21.	MINOR	100%	Per Occurrence
Other	KP28	Failure to comply with a requirement as set out in the Removal Centre Rules, Detention Centre Operating Standards Manual, or published	MINOR	100%	Per individual requirement. The measure will apply for

PERFORMANCE FAILURES					
Schedule/ Clause	KPI Ref	Performance Measure	Performance Failure Category	Performance Level	Frequency of Measurement
		Detention Services Order (DSO).			each day that the requirement is not provided.
Sch. 2, paragraphs 6.1 & 6.2	KP29	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, paragraphs 6.1 and 6.2.	MINOR	100%	Per Occurrence
Sch. 2, paragraph 7.4 - 7.6 & 7.9	KP30	Failure to provide the full provision of the IRC regime as set out in Schedule 2 and paragraphs 7.4 (Activities), 7.5 (Resource Centre), 7.6 (Shop), 7.9 (Welfare Provision), 9.2 (Visits) and 9.3 (Visiting Children).	MINOR	100%	Per provision not provided. The measure will apply for each day that the provision is not provided.
Sch. 35, paragraph 3.7.3 (Priority (P3) Fault)	KP31	Failure to maintain in accordance with Schedule 35 (<i>Maintenance and Cleaning</i>) (paragraph 3.7.3) the IRCs, Site and all plant, machinery, M&E, HVAC and FF&E. To provide a prompt and appropriate remedy to faults/repairs.	MINOR	100%	Per Occurrence
Sch. 35 paragraphs 3.9.7, 3.9.8, 3.9.9, 3.9.10 and 5.5	KP32	Failure to keep clean areas that are not accessed by Detainees, in accordance with Schedule 35 (<i>Maintenance and Cleaning</i>) (paragraphs 3.9.7, 3.9.8, 3.9.9, 3.9.10 and 5.5) at the IRC site.	MINOR	100%	Per Occurrence

ANNEX A – MITIGATION PROCESS

[Process to be agreed during Implementation]