

AUTHORITY: The Secretary of State for the Home Department

Schedule G – Performance Evaluation

Yarl's Wood IRC

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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. The Service Provider must ensure that appropriate evidence to support the performance information is kept and available for examination by the Authority.
- 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

AVAILABLE SERVICES

| PERFORMANCE FAILURES | | | | | |
|--------------------------------------|-------------------|-----|---|------------------------------|-----------------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| 1. Operations | 1.3.2 | 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 |
| | 1.4.1 | 2 | Failure to effectively communicate with Detainees in relevant language | Medium | Per Day |
| 2. Maintenance & Security | 2.3.2 | 3 | Failure to appoint designated security officer and a relief to manage all aspects of security within IRC. | Medium | Per Day |
| | 2.4 | 4 | Failure to conduct searching procedures as agreed by Authority | Medium | Per Occurrence |
| | 2.5.2a | 5 | Failure to have physical security arrangements/systems in place and regularly check security control arrangements | High | Per Day |
| | 2.5.2b | 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 |
| | 2.5.3 2.5.4 | 7 | Failure to implement sufficient security arrangement for any visits | Medium | Per Day |
| | 2.6 | 8 | Failure to implement, operate and maintain required procedures for verifying the presence of Detainee(s) in the Removal Centre. | Medium | Per Day |
| | 2.7 | 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 |
| | 2.8 | 10 | Failure to maintain and update risk assessments procedures and to notify the Authority as required. | Medium | Per Occurrence |
| | 2.9 | 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 |

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| PERFORMANCE FAILURES | | | | | |
|--------------------------|-------------------|----------|---|------------------------------|----------------------------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| 3. Admission & Discharge | 3.1.1 3.1.2 | 12 | 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 |
| | 3.1.2c | 13 | 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 |
| | 3.1.2e | 14 | 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 |
| | 3.1.3 | 15 | 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 |
| | 3.1.4 | 16 | Failure to implement and comply with agreed age dispute processes | High | Per Occurrence |
| | 3.1.6 3.1.7 | | Failure to identify and admit a disabled Detainee as set out in Schedule D | Medium | Per Detainee |
| | 3.2.1a,b,c | 17 | Failure to discharge a Detainee as required. | Medium | Per Detainee |
| | 3.2.1d | | Failure to provide adequate food and refreshments to Detainees prior to their discharge and ensure that their clothing is clean and suitable for the climatic conditions. | Medium | Per Detainee |
| | 3.2.1e | 18 | Failure to return all property, cash and valuables to Detainees. | Medium | Per Detainee |
| | 3.2.1f | | Failure to ensure that a Detainee is not transferred to the control of Escort Staff whilst having in their possession any property which might present a security, safety or control risk during escort. | Medium | Per Detainee |
| | 3.2.1g | 19 | 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 |
| | 3.2.1h | 20 | Failure to complete a PER and highlight any significant issues to the Escorting Service Provider. | High | Per Occurrence |
| | 3.2.1i 3.2.1j | 21 22 | Failure to provide onward travel facility as agreed in Schedule D Failure to hand over the Detainee Transferable Document to the | Low Low | Per Occurrence Per Occurrence |

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| PERFORMANCE FAILURES | | | | | |
|----------------------|-------------------|-----|---|------------------------------|----------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| 4. Escorting | | | Escorting Service Provider or its transfer to the appropriate person if released or temporary admission. | | |
| | 3.2.1j | 23 | 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 |
| | 4.1.1a,b,c | 24 | Failure to ensure dignity, welfare and needs of Detainees are met during escort. | Medium | Per Occurrence |
| | 4.1.1d | 25 | Failure to follow agreed procedures in respect of security including the use of restraints approved by the Authority | High | Per Occurrence |
| | 4.2 | 26 | 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 of directly caused by the Authority). The Service Provider shall not be deemed have failed to provide an arranged escort where: (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 (b) The Monitor (or other representative of the Authority in the Monitor's absence) agrees that such an emergency occurred. | Medium | Per Occurrence |
| | 4.2.2 | 27 | Failure to provide an escort for an urgent emergency medical treatment outside of the Removal Centre | High | Per Occurrence |
| | 4.2.4 | 28 | Failure to ensure that a Detainee who is to be admitted to hospital is escorted and supervised for so long as the Detainee is in the custody of the Service provider. This shall include the provision of bed guards for the period that the Detainee remains in hospital whilst in the custody of the Service Provider. | High | Per day |
| | 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 |
| | 7.2.1a | 30 | Failure to provide adequate eating utensils . | Medium | Per Day |
| 7. Catering | 7.2.1b | 31 | Failure to ensure that all supply, transport, storage and handling arrangements comply with relevant food safety legislation | High | Per Day |

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| PERFORMANCE FAILURES | | | | | |
|-------------------------|-------------------|-----|--|------------------------------|--------------------------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| | 7.1.2o | 32 | Failure to provide light refreshments as detailed in Schedule D. | Low | Per Day |
| | 7.2.1c | 33 | Failure to arrange opportunities for Detainees to be consulted on upon services provided. | Low | Per Day |
| | 7.2.1d | 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 7. | Medium | Per Day |
| 8. Welfare & Facilities | 8.1 | 35 | Failure to provide appropriate clothing for Detainees as detailed in schedule D. | Low | Per Day |
| | 8.2 | 37 | Failure to meet hygiene needs of a Detainee | Low | Per Occurrence |
| | 8.2.3 | 38 | Failure to maintain systems which are compliant with all relevant legislation relating to basic standards of hygiene. | Low | Per Day |
| | 8.3 | 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 |
| | 8.3.10 | 40 | Failure to ensure that staff supervising structured PE are trained to the correct standard as detailed in schedule D | Medium | Per Day |
| | 8.3.11 | 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 | 42 | Failure to provide library services as detailed in schedule D | Medium | Per Day |
| | 8.5 | 43 | Failure to provide a shop as detailed in schedule D | Low | Per Day |
| | 8.6 | 44 | Failure to effectively implement arrangements for the payment of the allowance , using their cashless system, of £<Redacted> each week to every Detainee payable within 24 hours of their arrival at the Removal Centre and thereafter on a daily basis | Medium | Per Occurrence Per Place |
| | 8.7.1a | 45 | 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 |
| | 8.8 | 46 | Failure to provide paid work opportunities as agreed by the Authority | Medium | Per Day |
| | 8.9 | 47 | Failure to provide reasonably regulated internet access. | Medium | Per Day |

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| PERFORMANCE FAILURES | | | | | |
|---|--------------------|-----|--|------------------------------|-----------------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| 9. Religion & Race relations | 9.2.1a | 48 | 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 |
| | 9.2.1c | 49 | 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 |
| | 9.2.1d | 50 | Failure to implement and manage a Race Relations Policy as agreed with the Authority. | Medium | Per Day |
| 10. Communications | 10.1. | 51 | Failure to provide availability of correspondence (including mail and fax) delivery and collection service as set out in Schedule D. | Medium | Per Day |
| | 10.22a | 52 | Failure to provide Detainees with provision to receive visits, provided this would not compromise the safe, secure and efficient operation of the Removal Centre between 1400 – 2100 hours every day of the year, including public holidays. | Medium | Per Day |
| | 10.2.2b | 53 | 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 |
| | 10.2.2c | 54 | Failure to adequately record details of a Visitor including their home address. | Low | Per Occurrence |
| | 10.2.2d | 555 | 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 |
| | 10.2.2e | 556 | Failure to ensure that Detainee property does not exceed 20kg in total without prior agreement from Home Office Manager as covered by relevant DSO | Medium | Per Occurrence |
| | 10.2.2f | 57 | Failure to produce a Detainee for a social visit within 30 minutes | Low | Per Occurrence |
| | 10.2.2i 10.2.2j | 58 | Failure to provide facilities for visitors as specified in schedule D | Low | Per Day |
| | 10.2.2k | 59 | Failure to implement a policy that safeguards and promotes the welfare of children in the Visitors area | Medium | Per Day |
| | 10.3.1a | 60 | Failure to provide Official, Legal or Case Related Visits/Interviews and Hearings between 0900 – 2100 hours every day of the year, but in | Medium | Per Occurrence |

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| PERFORMANCE FAILURES | | | | | |
|------------------------------|-------------------|-----|---|------------------------------|----------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| | | | cases of urgency, at other times. | | |
| | 10.3.1c | 61 | Failure to ensure access to Home Office personnel, Police Officers and HM Revenue and Customs Officer for visits at any time. | Low | Per Day |
| | 10.3.1e | 62 | 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 |
| | 10.3.1h | 63 | Failure to ensure Detainee has the access to their legal advisor, in person, by telephone or other appropriate means at any reasonable time. | Medium | Per Occurrence |
| | 10.4 | 64 | Failure to provide sufficient phones for Detainees as listed in schedule D | Low | Per Day |
| 11. Complaints | 11.1 | 65 | Failure to have effective complaints procedures as detailed in Schedule D | Low | Per Day |
| | | 66 | 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 |
| | | 67 | 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 above | Medium | Per Occurrence |
| | 11.1.2d | 68 | 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 | 69 | Failure to follow agreed processes and approved techniques and restraints during use of force as listed in schedule D. | High | Per Day |
| | 12.1.3a(iv) | 70 | Failure to provide copies of Use of Force Reports to UK Manager within 24 hours of incident. | Medium | Per Day |
| | 12.2 | 71 | Failure to comply with agreed Removal From Association procedures and the relevant DC rules | Medium | Per Day |

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| PERFORMANCE FAILURES | | | | | |
|--------------------------------|-------------------|-----|--|------------------------------|----------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| | | 72 | <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 | 73 | Failure to comply with agreed temporary confinement procedures and the relevant DCO rules | Medium | Per Occurrence |
| | | 74 | <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 |
| 13. Health & Safety | 13.1 | 75 | 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 | 76 | 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. | High | Per Occurrence |
| 15. Contingency | 15.1 | 77 | Failure to follow contingency plans and procedures as detailed in | High | Per Occurrence |

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| PERFORMANCE FAILURES | | | | | |
|--|-------------------|-----|--|------------------------------|--------------------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| Planning | | | Schedule D | | |
| | 15.1.4d | 78 | Failure to review, test and update contingency plans to the timescales given in Schedule D. | Medium | Per Occurrence |
| 16. Fire Prevention | 16.1 | 79 | Failure to develop and comply with Fire Prevention Policy and Procedures as detailed in Schedule D | Medium | Per Occurrence |
| 18. Home Office Manager & IMB | 18.1 | 80 | Failure to co-operate effectively with Home Office Manager and provide all requirements to them as specified in schedule D | Medium | Per day |
| | 18.2 | 81 | Failure to meet the needs of the IMB resulting in a formal complaint from the IMB as long as need in question is a right of the IMB. | Medium | Per Occurrence |
| 19. Staffing | 19.1.2 19.1.3 | 82 | 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 |
| | 19.1.3c | 83 | 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 |
| | 19.1.3e | 84 | Failure to deliver the daily information regarding the Required Staffing Level | Low | Per day |
| 20. Personnel | 20.1.1 | 85 | Failure to ensure that staff are appropriately cleared and accredited for the roles they are undertaking as set out in Schedule D | Medium | Per Individual |
| | 20.3 | 86 | Failure to ensure that DCO's are trained appropriately as detailed in Schedule D. | Low | Per day |
| 21. IT Systems | 21.1.1 | 87 | Failure to implement and maintain DMS (Detainee Management System) | Low | Per day |
| | 21.2.1 | 88 | Failure to provide access to DMS information held on system. | Low | Per day |
| 22. Audit | 22.1.1a-g | 89 | Failure to develop, implement and operate the required audit arrangements as detailed in schedule D. | Medium | Per day |
| | 22.1.1h | 90 | 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 24 hours as set out in Schedule G to allow the validation of invoices. | High | Per day |
| | 22.1.1i | 91 | Failure to complete the monthly audit forms and submit them to the Home Office Manager within the first seven days of each month. | Low | Per day |
| 23. Hearing Centre | 23.2 | 92 | Failure to provide the security requirements as set out in Schedule D | High | Per Day |
| | 23.4 | 93 | Failure to provide vending facilities | High | Per Occurrence |

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| PERFORMANCE FAILURES | | | | | |
|----------------------|-------------------|-----|--|------------------------------|----------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| | 23.5 | 94 | Failure to provide staff for the Hearing Centre as specified in Schedule D. | Low | Per Occurrence |
| Other | N/A | 95 | Failure to act on a written notice of improvement or Rectification Notice in accordance with Clause 48 (Rectification) | High | Per day |
| | N/A | 96 | <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 one 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. | High | Per Detainee |
| | | 97 | Failure to notify any matter which constitutes Performance Measure. | High | Per Occurrence |
| | | 98 | 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 | Medium | Per Occurrence |

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| PERFORMANCE FAILURES | | | | | |
|----------------------|-------------------|-----|--|------------------------------|----------------|
| Service Requirement | Schedule D Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| | | | incident and/or emergency. | | |
| | | 99 | 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 approved circulation list. | Medium | Per Occurrence |
| | | 100 | 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): <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. 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. | High & Low (See definition) | Per Detainee |
| | | 101 | 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): <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 |
| | | 102 | Failure to implement and comply with any DSO or other formal Authority instruction | High | Per Day |
| | | 103 | Failure to comply with any other requirement of Schedule D not covered by a specific performance measure. | Low | Per Occurrence |

| PERFORMANCE FAILURES |
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OFFICIAL – SENSITIVE

| Service Requirement | Schedule C Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
|---------------------|-------------------|-----|---|--|-----------------------|
| Schedule C | 3.1 | 104 | Failure to provide a prompt and appropriate remedy to faults/repairs reported via the helpdesk. Points in the High value category will be applied to corrective maintenance actions critical to ongoing operational capability or required for security or safety. Points in the low value category will be applied to low value minor works. | High & Low (See definition) | Per Occurrence |
| | 3.6 | 105 | Failure to deliver an effective Planned Preventative Maintenance (PPM) regime | Low | Per Occurrence |
| | 7 | 106 | Failure to maintain accurate records of the Maintained Assets on site. | Low | Per Occurrence |
| | 8.1 | 107 | Failure to comply with the applicable codes of Regulatory Agencies and Statutory Authorities. | High | Per Occurrence |
| | 8.3 | 108 | Failure to provide for the proper management of the requirements of H&S Legislation and other Statutory obligations | High | Per Occurrence |
| | 10 | 109 | Failure to adequately maintain, test and repair Security Systems used on site. | High | Per Occurrence |
| | 11.1 | 110 | Failure to prevent the blockage of sewers, pipes, drains, mains, ducts, conduits, watercourses and channels etc - along with associated infrastructure. | High | Per Occurrence |
| | 12 | 111 | 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 |
| | 13 | 112 | 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 |
| | 14 | 113 | Failure to maintain suitable cleaning standards, both internally and externally, at all material times. | Medium | Per Day |
| | 16.1 | 114 | Failure to have in place a suitably trained and experienced Maintenance Manager and Deputy. | Low | Per Day |
| | 16.4 | 115 | Failure to have in place a suitably qualified team of maintenance operatives. | Medium | Per Day |
| | 18.2 | 116 | Failure to maintain plant and equipment to ensure it operates efficiently - and produce timely reports of energy usage on site. | Low | Per Occurrence |
| | 18.5 | 117 | Failure to provide a suitable Waste Management System to as far as | Low | Per Occurrence |

OFFICIAL – SENSITIVE

| PERFORMANCE FAILURES | | | | | |
|----------------------|-------------------|-----|--|------------------------------|----------------|
| Service Requirement | Schedule C Clause | Ref | Performance Standard | Performance Failure Category | Frequency |
| | | | practicable minimise the transportation of waste to general landfill. | | |
| | 19 | 118 | 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 | 119 | 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) 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) 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

| Bandings | Number of Detainees | Percentage Occupancy | Required Staffing Level of DCOs and DCO Managers (Total Hours) | |
|----------|---------------------|----------------------|--|------------|
| A | 373 - 410 | 91 – 100% | Day* | <Redacted> |
| | | | Night** | <Redacted> |
| B | 332 - 372 | 81 – 90% | Day* | <Redacted> |
| | | | Night** | <Redacted> |
| C | 250 - 331 | 61 – 80% | Day* | <Redacted> |
| | | | Night** | <Redacted> |
| D | 0 - 249 | 60% and below | Day* | <Redacted> |
| | | | Night** | <Redacted> |

* Day hours are defined as being between

<Redacted>

and

<Redacted>

["Day Staffing Hours"]

** Night hours are defined as being between

<Redacted>

and

<Redacted>

["Night Staffing Hours"]

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

- Staffing requirements will apply to the Removal Centre for both night and day separately. Any failure to meet the Required Staffing Level for the 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 dividing that total by the number of hours in the period. This figure will then be compared with Table A in order to ascertain whether the required level has been delivered. For the avoidance of doubt the performance of the supplier will be measured against the aggregate figure for the period and not each of the constituent hours.

- (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).;

Table B (Severity Levels)

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

- (v) the number of Failed Days at each Severity Level occurring during each calendar month will be aggregated and each Failed Day at each Severity Level will be assigned a banding depending on the aggregate number of Failed Days at the same Severity Level which occurred during the relevant calendar month, as follows:

Table C (Failed Day Bandings)

| 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 per Detainee (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</p> | Critical |

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| | | | |
|-----|---|---|-----------|
| | | recaptured shall attract 100% of the relevant performance 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.