



Government of **Western Australia**
Department of **Justice**
Corrective Services

Annual Report 2022-23

Court Security and Custodial Services Contract

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1 Contract Background and History

A contract for the Provision of Court Security and Custodial Services has been in existence since January 2000.

In 2008, the Department of Justice (formerly the Department of Corrective Services) became responsible for assisting the Minister for Corrective Services in administering the *Court Services and Custodial Services Act 1999*. As such, the Director General of the Department is the Principal to the Contract for the Provision of Court Security and Custodial Services.

Ventia Australia Pty Ltd (previously Broadspectrum) entered into the Court Security and Custodial Services Contract (the Contract) on 27 October 2016 and services delivered under the contract commenced on 24 March 2017. Transitional arrangements occurred whereby Ventia took over the delivery of these services from the previous contractor on the commencement date. Ventia acquired Broadspectrum in December 2019 through a Sale Agreement between Broadspectrum's parent company (Ferrovia) and Ventia.

The Contract focuses on services being carried out with regard to the security of persons in custody, staff, and the general public at the highest levels, within set timeframes and with a high degree of duty of care.

Under the Contract, the Contractor is responsible for the provision, maintenance and replacement of the Secure Vehicle Fleet, as well as providing air and coach transportation of persons in custody across the State. Ventia is also responsible for clearances at specified Regional Police lock-ups within 24 hours. Ventia Contract Workers are required to be trained to a specified level of proficiency in order to provide services at the standard required by the Contract.

The Department oversees, monitors and reviews Ventia's provision of State-wide court security and custodial services. This has resulted in greater scrutiny of service delivery which enables the Department to identify issues in a timely manner, and seek prompt remedy from Ventia when issues of concern arise.

2 Contract Management

2.1 Overview

The Contract is overseen and monitored by the Prisoner Transport and Custodial Services Contract Management (PTCSCM) branch within the Corrective Services Division of the Department.

Contractual performance and service delivery is assessed and managed by monthly contract management meetings, with the Contract Manager, the Contractor Representative and other departmental and Ventia representatives. This includes reviewing Specified Events, Key Performance Indicators, Performance Improvements Notices and other contract management oversight mechanisms. It also provides a forum to discuss operational matters affecting the Court Security and Custodial Services movement and court related services.

The Contract operates under a defined governance framework that is overseen by the CS&CS Board. The purpose of the Board is to provide direction and advice on strategic and policy issues that affect the management and provision of services under the Contract. The Board is chaired by the Corrective Services Deputy Commissioner Operational Services and includes representatives from WA Police Force, Courts and Ventia.

The objectives of the Board are to:

- Examine and resolve strategic issues that affect the Contract;
- Ensure compliance requirements are met;
- Facilitate improvements in the performance of the Contract;
- Review the ongoing relevance of aspects of the Contract;
- Provide a forum for co-ordination of relevant budget processes; and
- Ensure that planning priorities inform the budget process.

2.2 Operational Compliance

The Corrective Services Division operates a team of on-site compliance officers through its Operational Compliance Branch, who conduct compliance checks to ensure service delivery requirements are met.

Feedback from the compliance officers assists in assessing compliance and performance, as well as ensuring continuous improvement by Ventia.

In addition to regular on-site attendance, five Regional Compliance Reviews were undertaken in the 2022/23 financial year at:

- Kalgoorlie Courthouse in August 2022;
- Broome Courthouse in October 2022;
- Bunbury Courthouse in October 2022 and March 2023; and
- South Hedland Courthouse in June 2023.

Table 1 below, identifies the number of visits where services provided by Ventia were monitored by compliance officers.

Table 1. Schedule of Operational Compliance attendance at CS&CS service delivery sites

Operational Compliance Attendance Completed			
Acacia Prison	2	Mandurah Courthouse	21
Armadale Courthouse	28	Marooomba Airlines Terminal	14
Bandyup Women's Prison	11	Midland Courthouse	24
Casuarina Prison	46	Perth Children's Court	29
Central Law Courts	18	Perth District Court	26
David Malcolm Justice Centre	9	Perth Watchhouse	40
Family Law Courts	7	Rockingham Courthouse	18
Fiona Stanley Hospital	55	Royal Perth Hospital	6
Fremantle Cemetery	2	State Administrative Tribunal	7
Fremantle Courthouse	24	Supreme Court of Western Australia	14
Fremantle Public Hospital	8	Stirling Gardens – Magistrate Court	5
Guildford Cemetery	1	Broome Courthouse	1
Hakea Prison	61	Bunbury Courthouse	2
Joondalup Courthouse	23	Kalgoorlie Courthouse	1
Karrakatta Cemetery	2	South Hedland Courthouse	1
Total			506

2.3 Training

The Contract requires all Contract Officer to have successfully completed a Certificate III, or for Supervisors, Certificate IV, in Correctional Services in their first year of employment. The Contract also provides for periodic refresher training requirement for specified training including Cardio Pulmonary Resuscitation (CPR) and Perform First Aid (PFA).

Contract Workers training requirements are regularly reviewed throughout the year to ensure mandatory training requirements were being met and maintained. KPIs were applied where training requirements were identified as not being met.

2.4 Review of Ventia's Operational Instructions

Ventia is required to review, and progress amendments for its Operating Manual where applicable, every 12 months on an ongoing basis for the Department's endorsement.

Ventia finalised outstanding operational instructions and project plans within its Operating Manual during the reporting period.

2.5 Volume (Band) Changes

The Contract enables the Department to determine whether to vary service volume bands within Pricing Tables. Ventia must notify the Department in writing on a monthly basis when the service volume for a Service exceeds seventy-five percent (75%) and one hundred percent (100%) of the Baseline Volume Band for each Pricing Table. The Department determines the applicable Baseline Volume Band from the range of Volume Bands set out in the Pricing Tables.

No Volume Band changes were made from 1 July 2022 to 30 June 2023.

2.6 Contract Extension and Variation

The Court Security and Custodial Services Contract was extended for 1 year, to March 2023, by way of a Deed of Extension and Variation signed on 1 March 2022.

A second Deed of Extension and Variation was executed on 30 December 2022, and tabled in Parliament on 14 February 2023, extending the operating period of the Contract by four years to 24 March 2027, leaving one further five-year extension option available.

The second Deed included expansion of services to West Kimberley Regional Prison via provision of movement services, as well as provided replacement pricing tables for Broome Court to cater for the planned expansion, hospital sit payments to remove the financial disincentive that exists for longer duration sits, and funeral escorts to include a discount where multiple Persons in Custody are escorted to remote funerals.

3 Overview of Contract Cost of Service

In total, the cost of delivering the service during the period 1 July 2022 to 30 June 2023 was \$52,404,721.

A breakdown of the Contract Cost of Service is below (rounded to the nearest dollar).

Description	Payment
Custody Movement Services (metropolitan and regional areas)	\$29,986,714
Court Custody and Court Security Services (metropolitan and regional courts)	\$25,441,213
Gross Total	\$55,427,927
Less: Abatements applied	(\$3,273,559)
Add: Other payment ⁽¹⁾	\$250,353
Net Total	\$52,404,721

⁽¹⁾ Other Payment awarded to the Contractor in agreement with the Department (including Covid-19 payment) not specifically covered under the Contract.

4 Custody Movement Services

4.1 Person in Custody Movement Services (Transport)

4.1.1 Description of Service

The provision of movement services for persons in custody includes the transportation of such individuals between police lock-ups, courts, court custody centres, prisons and remand centres.

Movement services are also provided for persons in custody to attend medical appointments, funerals or other locations for approved purposes. The Contract also provides security services when a person in custody is admitted to a hospital.

Table 2. Total Individual Custody Movements Performed

Services	Movements	Comments
Inter-prison Transfers	8,194	Inter-prison individual movements include metropolitan to regional and vice versa, and within regional areas and the metropolitan area. Movements are conducted by coach, air or secure vehicle.
Court Transfers	14,288	Court to Prison and Prison to Court individual movements are from court and prison locations specified in the Contract.
Medical Appointments	9,035	Medical appointments include individual movements for scheduled and unscheduled appointments in the metropolitan and regional areas.
Funerals	786	Funeral movements include individual movements to funeral services locations as approved.
Hospital Admissions	737	Hospital admissions include individual movements undertaken to facilitate 539 (scheduled and unscheduled) hospital admissions.
Lock-up Clearance (Metropolitan and Regional) ¹	10,820	For regional areas, this service clears persons in custody from 25 WA Police Hub locations to local regional prisons. This service requires persons in custody to be cleared within 24 hours' notice. During this reporting period individual lock-up clearances from metropolitan areas for persons in custody were cleared from the Perth Police Complex (PPC) in Northbridge.
Visits	149	These services include individual visits movements to ill relatives and other approved escorts.

A total number of 44,009 person in custody movements occurred by various means (air, coach, secure vehicle, or other vehicles) for the reporting period.

¹ This data is drawn from the Contractor reported data and reflects the contractual service provisions.

Figure 1. Monthly Contracted Adult Transport Services

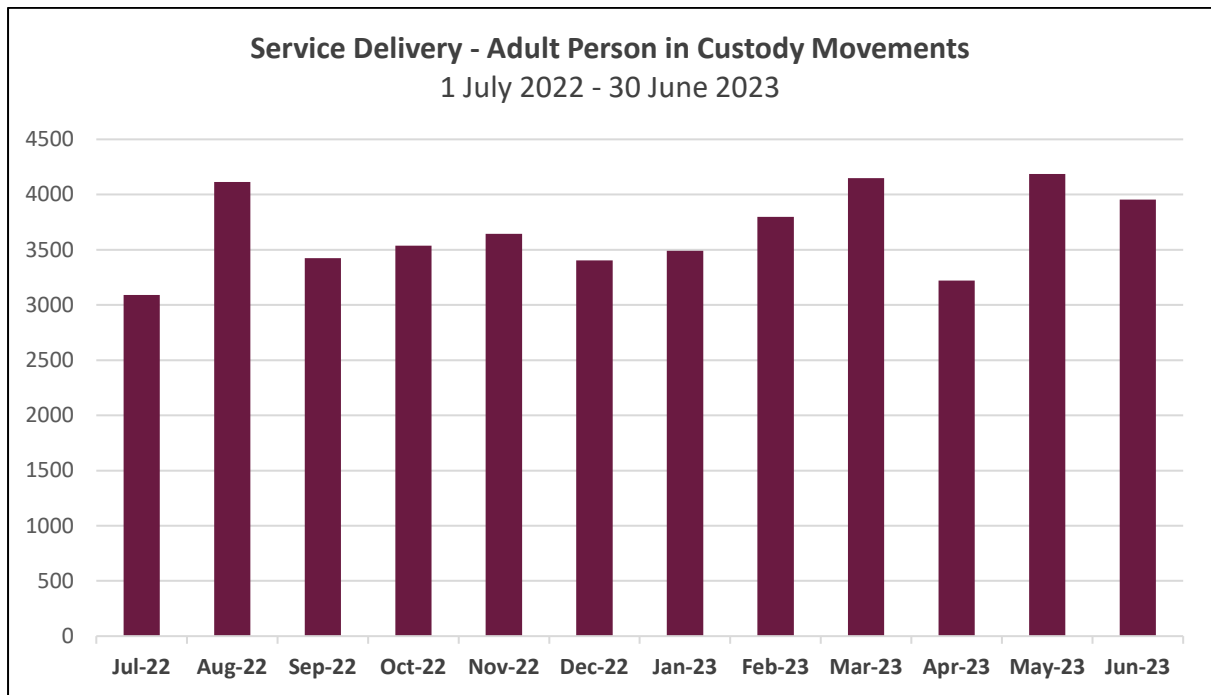
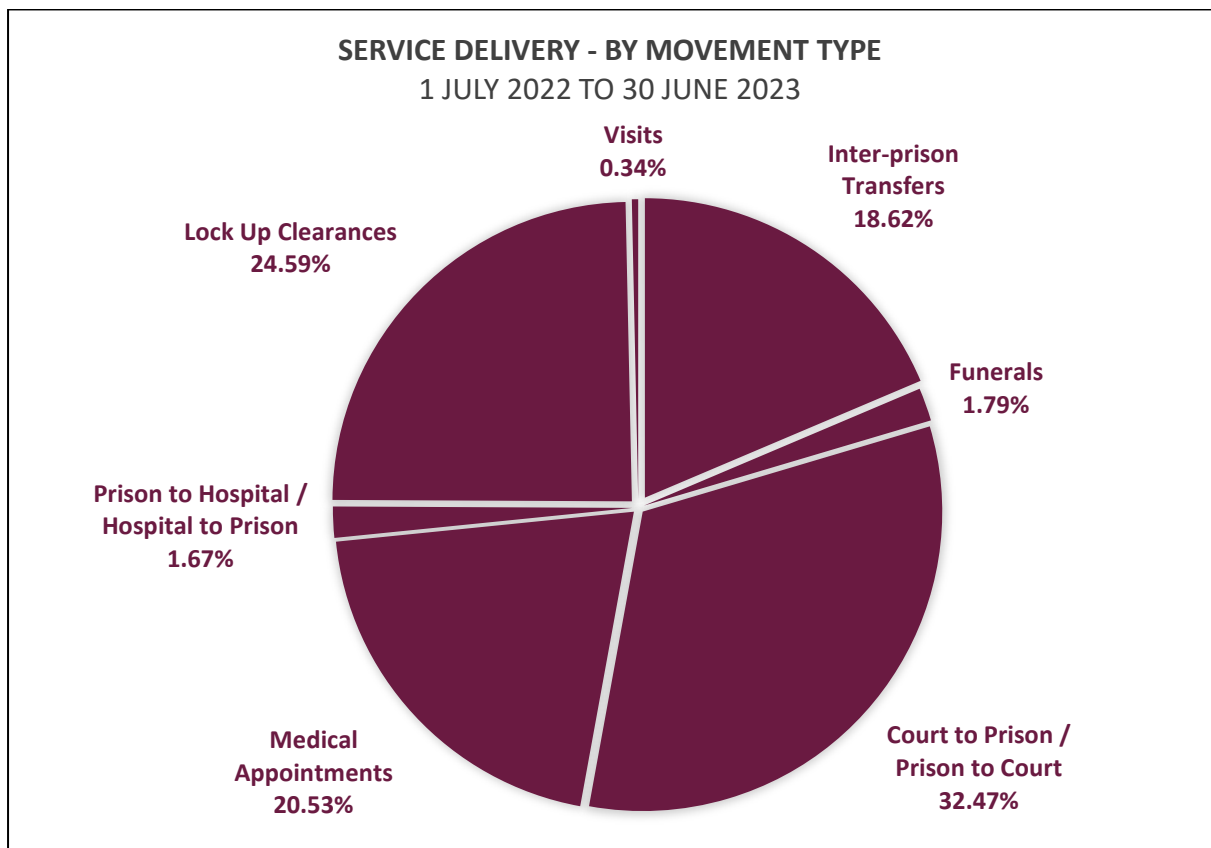


Figure 2. Annual Service Delivery of Adult Contracted Transport Service



4.1.2 Total Expenditure: Custody Movement Services

The cost of providing Custody Movement Services between 1 July 2022 and 30 June 2023 for metropolitan and regional areas was \$29,986,714.

The 2022/23 cost of Movement Services includes the provision of air charter, coach movements, Police Lock-up Hub Clearances within 24 hours, and the cost of maintaining and managing the-Secure Vehicle Fleet.

4.2 Person in Custody who died while in Hospital

Three deaths in custody occurred while the persons in custody were at hospital under Ventia's custody between 1 July 2022 and 30 June 2023.

The Coroner has yet to conduct inquests for the three deaths in custody.

4.3 Management of Persons in Custody

Ventia utilises the electronic Prisoner Escort Management System (ePEMS), a data collection management system, which has been built on a simple Microsoft database platform and operates on Windows compatible computers.

ePEMS is Ventia's software solution which has been designed and developed to support the delivery of prisoner escort services. ePEMS draws information from the Department's Total Offender Management System (TOMS). This enables transport requests and necessary information relating to a person in custody to be available to Ventia for appropriate tasking.

Ventia officers also utilise ePEMS via a secure tablet to record Person in Custody details while in Ventia custody. The implementation of the ePEMS tablet enabled receiving facilities, prisons and other contractors, to view Person in Custody reports electronically and in near live time.

Confidential and sensitive data and information created and held within the system is encrypted. Only authorised users with explicit permissions are able to enter, view or amend records.

4.4 Secure Vehicle Fleet

The Secure Vehicle Fleet was transferred to Ventia at service commencement as provided for under the Contract.

During the reporting period Ventia developed one prototype of a secure vehicle which was tested by the Department in June 2023, and feedback was provided to Ventia.

Ventia is required to obtain the Department's written approval for each prototype within each category of vehicle inclusive all technical data requirements prior to production of any new secure vehicle type.

5 Court Custody and Court Security Services.

5.1 Description of Service

The Contract provides for court security and court custody services at major metropolitan and regional courts throughout WA and in designated jurisdictions.

Court security is the provision of security services (excluding custody) and generally includes court orderlies, gallery guards, primary security checkpoints, perimeter security to external premises and internal security of public areas within major courts.

Court custody is the provision of security services within the court custody centre and the secure circulation paths leading to and from courtrooms. This includes dock guards in courtrooms for the management of persons in custody, and the management of custody centres where one forms part of a court complex.

5.2 Court Custody and Court Security Costs

The cost of providing court custody and court security services between 1 July 2022 and 30 June 2023, for metropolitan and regional courts was \$25,441,213.

6 Contractual Performance

6.1 Specified Events and Key Performance Indicators (KPIs)

Ventia's performance is measured against service requirements specified in the Contract. The Contract includes an Abatement Regime consisting of Specified Events and KPIs. Specific abatement amounts are provided for Specified Events referred to in the Contract. The Contract also provides for a Performance Incentive Payment which is calculated as a percentage of the monthly service fee. The monthly Performance Incentive Payment is reduced based on the total Performance Assessment Points the Contractor accumulates each month for failing to meet a KPI.

The Contract also provides an increase in Specified Event amounts and Performance Assessment Points for repeated occurrences of the same Specified Event or KPI failure.

The total value of abatements applied for the period 1 July 2022 to 30 June 2023 was \$3,273,559.

The following incidents were subject to a Specified Event abatement during the reporting period with a total abatement amount of \$2,727,549.

- 1 x Unauthorised release of a secure person in custody, with a maximum abatement amount of \$25,000 (indexed to \$28,827 from 1 April).
- 8 x Unauthorised release of an unsecure person in custody, with a maximum abatement amount of \$10,000 (indexed to \$11,531 from 1 April).
- 738 x Failures to provide a Service, each with a maximum abatement amount of \$5,000 (indexed to \$5,765 from 1 April).

- 8 x Failure to perform the services in a responsive and innovative manner to achieve quality outcomes, each with a maximum abatement amount of \$10,000 (indexed to \$11,531 from 1 April).
- 2 x Failures to comply with the actions of a Performance Improvement Notice, each with a maximum abatement amount of \$25,000 (indexed to \$28,827 from 1 April).

In addition, 504 Performance Failures were abated to a total of \$546,010.

6.2 Performance Improvement Notices

The Contract provides for the issue of a Performance Improvement Notice (PIN) in the event Ventia has breached an obligation specified in the Contract, or has not sustained any service element. This mechanism enables a specific performance issue to be addressed and promptly remedied.

Three PINs were issued during the 2022/2023 reporting period.

Primary Security Checkpoint Services

A PIN was issued in October 2022 relating to the provision of Primary Security Checkpoint services consistent with contractual provisions, inclusive of maintaining the agreed record of primary security checkpoint services.

Ventia submitted a response and Rectification Plan which included actions to brief Court Group Managers and CSMs (Care and Security Managers) outlining the contractual requirements for primary security checkpoint services.

The Department endorsed the Rectification Plan and all listed actions were completed by December 2022. A closure letter of the PIN was sent to Ventia in January 2023.

Resources Register

A second PIN was issued in October 2022 related to Ventia's Resources Register, and the contractual requirement to ensure that the Contractor Resources are at all times fit and suitable for performing the Services and the Contractor's Obligations inclusive of arranging for repairs and replacing any of the Resources.

The Department endorsed the Rectification Plan and all listed actions were completed by December 2022. A closure letter of the PIN was sent to Ventia in January 2023.

Provision of Certificate IV Training in Correctional Practice by an RTO

A third PIN was issued in November 2022 related to:

- The provision of supervisors to be qualified to a minimum of Certificate IV, as soon as possible and no longer than 12 months after commencing work; and
- Ventia providing training that meets the requirements of the 'Australian Qualifications Training Framework' including providing training as an RTO (Registered Training Organisation).

The Department endorsed the Rectification Plan and all listed actions were completed by January 2023. A closure letter of the PIN was sent to Ventia in January 2023.

ATTACHMENT A - PERFORMANCE MEASURE DASHBOARD - SPECIFIED EVENTS

VENTIA PERFORMANCE MEASURE DASHBOARD - SPECIFIED EVENTS

SE	Specified Events [SE]	Q 1	Q 2	Q 3	Q 4	TOTAL 2022/23	TOTAL 2021/22
1	SE 1 - Death of a PIC.	0	0	0	0	0	0
2	SE 2 - Escape of a (Secure) PIC: Court Custody Services.	0	0	0	0	0	0
2	SE 2 - Escape of a (Secure) PIC from Secure environment: Movement Services.	0	0	0	0	0	0
2	SE 2 - Escape of a (Secure) PIC from Unsecure environment: Movement Services.	0	0	0	0	0	1
2	SE 2 - Escape of a (Unsecure) PIC: Movement Services.	0	0	0	0	0	0
3	SE 3 - Loss of control of a PIC or facility requiring external assistance to regain control.	0	0	0	0	0	0
4	SE 4 - Unauthorised release of a (Secure) PIC.	1	0	0	0	1	0
4	SE 4 - Unauthorised release of a (Unsecure) PIC.	0	4	1	3	8	4
5	SE 5 - PIC inflicts self-harm resulting in a Non-Serious Permanent Disability.	0	0	0	0	0	0
5	SE 5 - PIC inflicts self-harm resulting in a Serious Permanent Disability.	0	0	0	0	0	0
6	SE 6 - PIC inflicts injury on a person which results in a Non-Serious Permanent Disability.	0	0	0	0	0	0
6	SE 6 - PIC inflicts injury on a person which results in a Serious Permanent Disability.	0	0	0	0	0	0
7	SE 7 - PIC inflicts injury on a person resulting in Death	0	0	0	0	0	0
8	SE 8(a) - Failure to provide a Service leading to a court sitting being cancelled for the day.	0	0	0	0	0	0
8	SE 8(b) - Failure to provide a Service leading to a court building being closed for the day.	0	0	0	0	0	0
8	SE 8(c) - Failure to provide a Service leading to a Service being rescheduled with Agency completing the Service.	0	0	2	0	2	0
8	SE 8(d) - Failure to provide a Service leading to Court or Tribunal being unable to proceed as intended.	2	1	6	3	12	2
8	SE 8(e) - a failure by the Contractor to receive into custody, a person at the designated time, in accordance with the Service Requirements;	0	0	0	0	0	1
8	SE 8(f) - Failure to provide a Service leading to a scheduled movement being cancelled or which needs to be rescheduled by the Principal.	0	0	0	2	2	1
8	SE 8(g) - Failure to provide a Service leading to a scheduled appointment of PiC being cancelled or rescheduled.	5	14	89	50	158	19
8	SE 8(h) - Failure to provide a Service leading to unscheduled Hospital Sit being undertaken by Principal for more than 1 hour after the Hospital Sit should have been undertaken.	77	68	75	83	303	215
8	SE 8(i) - Failure to provide a Service leading to Scheduled Hospital Sit being cancelled/carried out/completed by the Principal.	8	20	41	49	118	7
8	SE 8(j) - Failure to provide a Service leading to PiC being unable to attend a funeral for more than half the time.	40	20	22	37	119	0
8	SE 8(k) - Failure to provide a Service leading to PiC not being cleared from a designated Lock Up location 4 hours after PiC should have been cleared.	4	1	6	13	24	2
8	SE 8(l) - Failure to provide a Service leading to PiC not being cleared from an agreed regional site 1 hour after the time agreed.	0	0	0	0	0	2
9	SE 9 - Failure to perform the Services in a responsive and innovative manner to achieve quality outcomes.	1	5	2	0	8	1
10	SE 10 - Failure to comply with a requirement under clause 35.2 of the Contract.	0	0	0	0	0	0
11	SE 11 - A failure to comply with the actions and/or achieve the outcomes set out in the Performance Improvement Notice or the Rectification Plan or any other arrangement as agreed by the Principal.	0	0	1	1	2	3
	TOTAL	138	133	245	241	757	258

ATTACHMENT B - PERFORMANCE MEASURE DASHBOARD - KPIs

VENTIA PERFORMANCE MEASURE DASHBOARD - KEY PERFORMANCE INDICATORS

KPI	Key Performance Indicators (KPI)	Q1	Q2	Q3	Q4	Total 22/23	Total 21/22
1	Contractor achieves a 99.5% compliance with the Contractor's Operating Manual.	0	0	0	0	0	0
2	Each Project Plan submitted prior to Service Commencement.	0	0	0	0	0	0
3	Each Project Plan is reviewed and, if applicable, updated at least once every six (6) months and in accordance with Best Industry Practice.	0	106	0	17	123	0
4	The Contractor treats all persons fairly and with respect for the inherent dignity of the human person, having due consideration to differing, individual and cultural needs.	12	3	3	2	20	98
5	Operating Manual provided no later than 30 days prior to Service Commencement.	0	0	0	0	0	0
6	Marked up copy of Operating Manual provided on anniversary of the Services Commencement Date each year.	0	0	0	0	0	0
7	The Transport Fleet is maintained in good operating condition, in accordance with DCS minimum standards for secure vehicles, at all times.	6	11	7	10	34	27
8	Contractor Resources Register maintained as required.	0	0	0	0	0	0
9	Each Contract Worker completes required training.	12	0	0	9	21	5
10	Each Contract Worker holds Certificate III within 12 months of commencing work.	0	0	0	0	0	0
11	Contract Worker employed as a supervisor holds Certificate IV within 12 months of commencing work.	0	0	0	0	0	0
12	Fleet Management System maintained at all times with the required information.	0	0	0	0	0	0
13	Critical incidents reported within specified times.	4	2	1	0	7	0
14	Major incidents reported within specified times.	2	9	2	5	18	25
15	Low Level incidents reported within specified times.	2	2	0	0	4	4
16	Monthly Perf Report submitted within 10 business days of end of each month.	0	0	0	0	0	0
17	Contractor provides an Annual Performance Report by 1 September each year.	0	0	0	0	0	0
18	Achievement & maintenance of ISO certification of a Quality Management System at all times 12 months after service commencement.	0	0	0	0	0	0
19	Contractor prevents PICs inflicting self-harm.	0	0	0	0	0	0
20	The Contractor ensures any use of restraints is authorised and the Person in Custody is correctly restrained.	0	0	0	0	0	0
21	Use of restraints authorised and PIC is correctly restrained.	0	0	0	1	1	1
22	Primary security checkpoints manned at all times.	53	5	30	9	97	3
23	Gallery Guards are present at each specified courtroom.	0	0	36	0	36	0
24	Court Orderlies are present at each specified courtroom	0	13	35	0	48	61
25	Duress alarm attended within the determined period.	0	0	0	0	0	1
26	Authorised vehicles enter the Sallyport where Contractor has control.	0	0	0	0	0	0
27	Appropriate/nutritionally balanced meal provided to PICs between specified timeframes.	0	1	0	0	1	3
28	Each PIC collected from Court Custody Centre no more than 60 minutes from the last court.	7	2	5	5	19	29
29	Each PIC is delivered to the required court by the time specified on their warrant.	2	2	3	2	9	23
30	Except for the conduct of later courts, each PIC is delivered to prison from court by 6:00pm.	6	5	4	3	18	149
31	PIC arrives at the relevant Court Custody Centre 30 minutes before the scheduled start where no warrant time specified.	0	3	3	17	23	0
32	PIC arrives to a medical appointment prior to the appointment time.	2	4	3	0	9	20
33	Each Lock Up cleared within 24 hours of receiving notice to clear.	1	0	7	7	15	7
34	The Contractor maintains effective management of court custody centre keys	0	0	0	1	1	12
35	Contractor reports security and custody facilities breakdowns and failures.	0	0	0	0	0	0
36	The Contractor tests duress alarms at courthouses at which it provides court security services at least once per month and maintains a log of such testing requirements.	0	0	0	0	0	30
	TOTAL	109	168	139	88	504	498

Footnote: The 2021/22 Annual Report contained an error that was identified from an internal review conducted during the reporting period, in relation to the KPI 14 application. The application of KPI 14 during 2021/2022 is correctly stated in the above Table.