



# Annual Report 2023-2024

## Court Security and Custodial Services Contract

<b>Document status:</b>	Final approved
<b>Date:</b>	9 September 2024
<b>Division:</b>	Operational Support
<b>Approved by:</b>	Joanne Stampalia A/Director General 10 September 2024
<b>Content Manager reference:</b>	D24/822378

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## 1 Contract Background and History

In 2008, the Department of Justice became responsible for assisting the Minister for Corrective Services in administering the *Court Security and Custodial Services Act 1999*. The Act provides for the administration of court security and custodial services; for persons to have certain powers in respect of those services; and for related matters.

In 2016, the State of Western Australia (the State), via the Department of Justice (and its equivalents) entered into a contract between Ventia Australia Pty Ltd (previously Broadspectrum) for the delivery of court security and custodial services.

The Court Security and Custodial Services contract between the State and Ventia (the Contract) was renewed in March 2023, with the current term expiring in March 2027.

Under the Contract, Ventia provides court security, movement services, lock up custody management services and custody services for persons in custody in metropolitan and regional areas. Ventia maintains a fleet of secure vehicles to provide these services, as well as facilitating transport by air and coach.

The provision of movement services for persons in custody includes transportation between police lockups, courts, court custody centres, prisons, and remand centres.

Movement services are 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.

Ventia is also responsible for providing court security for metropolitan and regional court under the Contract. Depending on the court, this can include the provision of court orderlies, gallery guards, primary security checkpoints, perimeter security to external premises and security for public areas in major courts.

## 2 Contract Management

### 2.1 Overview

The Contract is overseen and monitored by the Prisoner Transport and Custodial Services Contract Management team (CSCS) within the Operational Support directorate of Corrective Services, Department of Justice.

Contractual performance and service delivery is assessed and managed through monthly contract management meetings attended by the contractor managers and other Department and Ventia representatives. The meeting agenda includes the review of Specified Events, performance against Key Performance Indicators, Performance Improvement Notices and other contract management oversight mechanisms. It also provides a forum to discuss operational matters affecting the CSCS movement and court related services.

The Contract operates under a defined governance framework that is overseen by the Court Security and Custodial Services Board (the 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 Support and includes

representatives from prisons, the Western Australia Police Force, Courts and Tribunal Services and Ventia.

## 2.2 Operational Compliance

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

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

In addition to regular on-site attendance, three Regional Compliance Reviews were undertaken in the 2023/2024 financial year at:

- Geraldton Courthouse in November 2023
- Albany Courthouse in December 2023
- Carnarvon Courthouse in June 2024.

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

Operational Compliance Attendance Completed			
Armadale Courthouse	33	Marooomba Airlines Terminal	27
Bandyup Women's Prison	12	Midland Courthouse	37
Casuarina Prison	69	Midland Cemetery	3
Central Law Courts	42	Northbridge Magistrate's Court	2
David Malcolm Justice Centre	12	Perth Children's Court	25
Family Law Courts	13	Perth District Court	42
Fiona Stanley Hospital	57	Perth Watchhouse	20
Fremantle Cemetery	2	Rockingham Courthouse	37
Fremantle Courthouse	33	Royal Perth Hospital	2
Fremantle Public Hospital	6	State Administrative Tribunal	12
Funeral – General Site	1	Supreme Court of Western Australia	18
Hakea Prison	74	Stirling Gardens – Magistrate Court	10
Joondalup Courthouse	30	Sir Charles Gairdner Hospital	5
Karrakatta Cemetery	1	Albany Courthouse	1
KEMH	2	Carnarvon Courthouse	1
Mandurah Courthouse	31	Geraldton Courthouse	1
<b>Total</b>			<b>661</b>

## 2.3 Training

The Contract requires all Contract Workers 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 are being met and maintained. KPIs are applied where training requirements are identified as not being met.

## 3 Key issues in 2023/2024

### 3.1 Volume (Band) Changes

The Contract Management team have commenced a review of all volume bands for service delivery under the contract to identify whether periodic spikes in volume warrant consideration of a change to the band to provide better value to the State and to build additional operational capacity in Ventia to provide the level of service that will meet trending levels of demand.

During the reporting period 1 July 2023 to 30 June 2024, one Volume Band was changed (Medical Escorts – Metro) which came into effect in January 2024.

### 3.2 Contract Variations

During the reporting period, several short-term variations were approved for services that are not covered under the existing provisions of the Contract.

List of variations:

- Court security at Bunbury Courthouse for the Family Court Circuit in November 2023 and 2024
- Shuttle Conferencing at Bunbury Courthouse
- Prisoner movements from Broome to Perth to enable infrastructure works to occur
- Perth Children's Court Video Links.

### 3.3 Review of Ventia's Operational Instructions

Ventia in conjunction with the CSCS contract management team have undertaken a program to review the structure of its operational manual. Ventia has finalised outstanding operational instructions within its manual within this reporting period. Ventia are required to review and progress amendments every 12 months.

### 3.4 Fleet review

During the reporting period, the Department completed a review of the management and oversight of fleet vehicles used by Ventia for the delivery of services under the Contract. The objectives were to expedite the return of vehicles requiring maintenance into service and the production of 18 eight-seater replacement fleet vehicles, including one prototype developed through close consultation with the CSCS management team and the Department's Fleet Services directorate. Six of the

18 replacement fleet are due to be fully operational in late October 2024 and a further six by mid-January 2025.

#### 4 Cost of services provided under the Contract

The cost of delivering the services under the Contract for the period 1 July 2023 to 30 June 2024 was \$61,529,504 comprising:

Description	Payment
Custody Movement Services (metropolitan and regional areas)	\$36,471,917
Court Custody and Court Security Services (metropolitan and regional courts)	\$27,529,112
<b>Gross Total</b>	<b>\$64,001,029</b>
Less: Abatements applied	(\$2,471,525)
<b>Net Total</b>	<b>\$61,529,504</b>

##### 4.1 Custody movement services

The cost of delivering the custody movement services between 1 July 2023 and 30 June 2024 for metropolitan and regional areas was \$36,471,917.

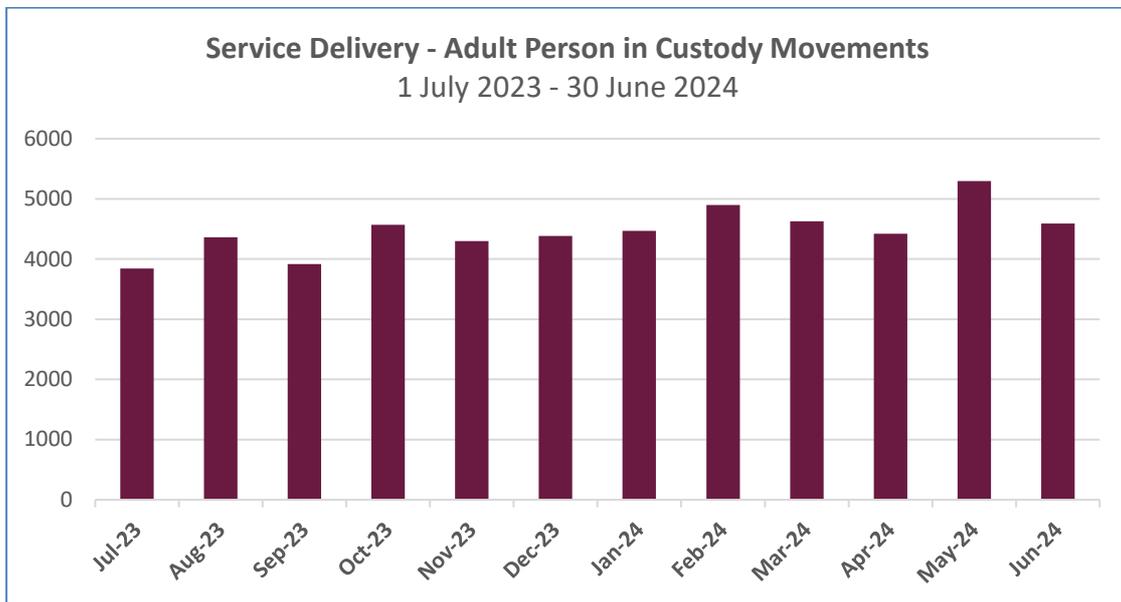
A total of 53,680 person in custody movements occurred by various means (air, coach, secure vehicle, or other vehicles) for the reporting period.

**Table 2. Total individual custody movements 2023/2024**

Services	Movements	Comments
Inter-prison Transfers	9,645	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	16,865	Court to prison and prison to court individual movements from the court and prison locations that are specified in the Contract
Medical Appointments	11,609	Medical appointments include individual movements for scheduled and unscheduled appointments in the metropolitan and regional areas
Funerals	570	Funeral movements include individual movements to funeral services locations that have been approved for persons in custody under the Department's policies and procedures
Hospital Admissions	1,283	Hospital admissions include individual movements undertaken to facilitate 831 (scheduled and unscheduled) hospital admissions

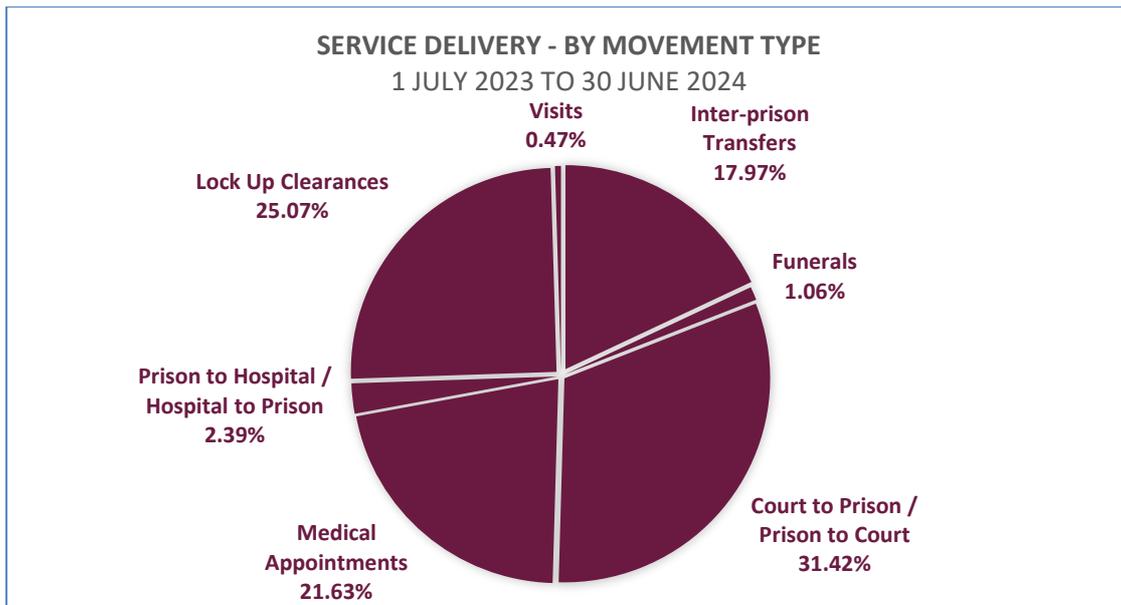
Lock-up Clearance (Metropolitan and Regional) <sup>1</sup>	13,458	For regional areas, this service clears persons in custody from 25 WA Police Hub locations to local regional prisons. This service requires persons in custody to be cleared within 24 hours of Ventia receiving notice from Corrective Services.  During this reporting period, individual lock-up clearances from metropolitan areas for persons in custody were also cleared from the Perth Police Complex in Northbridge
Visits	250	These services include individual visits movements to visit ill relatives and other approved escorts

**Figure 1. Total movement services by month**



**Figure 2. Total annual movement services by type**

<sup>1</sup> This data is drawn from the Contractor reported data and reflects the contractual service provisions.



**4.2 Court Custody and Court Security Services**

The cost of delivering the custody and court security services between 1 July 2023 and 30 June 2024, for metropolitan and regional courts was \$27,529,112.

**5 Contractual Performance**

**5.1 Performance indicators**

The Contract is structured in a way that provides the key indicator of Ventia’s performance through the total value of abatements applied by the State over the financial year. Abatements are applied in two circumstances: when Specified Events occur and for Performance Failures.

A Performance Measure dashboard showing the type and number of Specified Events that occurred in the 2023/2024 reporting period is included in Annexure A.

When a Specified Event occurs, the State has a discretion as to whether to apply the full level of abatement level specified in the Contract, per incident. This discretion is exercised taking into account a range of considerations, including any mitigating circumstances that are put forward by Ventia.

Another performance indicator is to measure Ventia’s performance against 36 Key Performance Indicators (KPIs). Ventia’s failure to meet a KPI is classified as a Performance Failure that attracts a Performance Assessment Point (PAP) and abatement.

A Performance Measure dashboard showing the type and number of Performance Failures against KPIs (measured in PAPs accumulated per category, per quarter) in the 2023/2024 reporting period is included as Annexure B.

**5.2 Corrective Measures applied**

The total value of abatements applied for Specified Events and Performance Failures for the period 1 July 2023 to 30 June 2024 was \$2,471,525.

Of this, the Specified Event abatements during the reporting period total \$2,066,311 including:

- Seven incidents involving an unauthorised release of an unsecure person in custody, with a maximum abatement amount of \$10,000 (indexed to \$12,047 from 1 April).
- 614 instances of failure to provide a service, each with a maximum abatement amount of \$5,000 (indexed to \$6,024 from 1 April).
- One instance of 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 \$12,047 from 1 April).

The remaining abatement the period 2023/24 were attributable to 192 Performance Failures, abated to a total of \$405,214.

### **5.3 Performance incentive payment**

The Contract 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.

**Annexure 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 2023/24
1	SE 1 - Death of a PIC (person in custody).	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	0
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.	0	0	0	0	1	0
4	SE 4 - Unauthorised release of a (Unsecure) PIC.	0	2	4	1	8	7
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	1	0	2	1
8	SE 8(d) - Failure to provide a Service leading to Court or Tribunal being unable to proceed as intended.	0	1	3	4	12	8
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	0
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	0	2	0
8	SE 8(g) - Failure to provide a Service leading to a scheduled appointment of PiC being cancelled or rescheduled.	70	42	49	69	158	230
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.	60	49	57	48	303	214
8	SE 8(i) - Failure to provide a Service leading to Scheduled Hospital Sit being cancelled/carried out/completed by the Principal.	13	1	1	0	118	15
8	SE 8(j) - Failure to provide a Service leading to PiC being unable to attend a funeral for more than half the time.	31	11	27	22	119	91
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	9	22	20	24	55
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	0
9	SE 9 - Failure to perform the Services in a responsive and innovative manner to achieve quality outcomes.	0	1	0	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	0	0	2	0
	<b>TOTAL</b>	<b>178</b>	<b>116</b>	<b>164</b>	<b>164</b>	<b>757</b>	<b>622</b>

**Annexure B - Performance Measure Dashboard - Key Performance Indicators****Ventia Performance Measure Dashboard – Performance Failures Against KPIs**

KPI	Key Performance Indicators (KPI)	Q1	Q2	Q3	Q4	Total 22/23	Total 23/24
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	0	0	0	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.	5	6	3	10	20	24
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.	2	0	0	0	34	2
8	Contractor Resources Register maintained as required.	0	0	0	0	0	0
9	Each Contract Worker completes required training.	9	0	0	9	21	18
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.	1	0	1	1	7	3
14	Major incidents reported within specified times.	2	8	3	8	18	21
15	Low Level incidents reported within specified times.	0	0	0	0	4	0
16	Monthly Perf Report submitted within 10 business days of end of each month.	1	0	0	0	0	1
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	2	0	1	2
22	Primary security checkpoints manned at all times.	0	0	0	0	97	0
23	Gallery Guards are present at each specified courtroom.	0	0	0	0	36	0
24	Court Orderlies are present at each specified courtroom	0	0	38	2	48	40
25	Duress alarm attended within the determined period.	0	3	0	0	0	3
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	0	0	0	1	0
28	Each PIC collected from Court Custody Centre no more than 60 minutes from the last court.	1	8	3	0	19	12
29	Each PIC is delivered to the required court by the time specified on their warrant.	2	2	0	2	9	6
30	Except for the conduct of later courts, each PIC is delivered to prison from court by 6:00pm.	11	8	0	5	18	24
31	PIC arrives at the relevant Court Custody Centre 30 minutes before the scheduled start where no warrant time specified.	0	0	0	6	23	6
32	PIC arrives to a medical appointment prior to the appointment time.	1	0	0	0	9	1
33	Each Lock Up cleared within 24 hours of receiving notice to clear.	4	7	8	8	15	27
34	The Contractor maintains effective management of court custody centre keys	0	0	0	2	1	2
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	0
	<b>TOTAL</b>	<b>39</b>	<b>42</b>	<b>58</b>	<b>53</b>	<b>504</b>	<b>192</b>