

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 22 May 2005

IMMIGRATION AND MULTICULTURAL AFFAIRS PORTFOLIO

(230) Output 1.3: Enforcement of Immigration Law

Senator Ludwig asked:

Have there been any amendments to the original GSL contract? If so, could the Department provide:

- a. The total number of times the contract has been amended.
- b. The dates that each amendment was concluded, the reasons for each amendment and substance of each amendment where available.
- c. The total cost to the Department associated with these amendments.

Answer:

Yes.

- a. Twice.
- b. Deed of Variation Number One is (except where stated below) effective from the date of signing, which was 3 July 2006. This variation:
 - i. Changes the day of the year on which the annual Business Plan must be submitted by the Services Provider, to facilitate GSL's provision of this information.
 - ii. Changes to a defined day of the year the day on which the Maintenance Management Plan must be submitted by the Service Provider, includes in the plan work undertaken by third-parties, and sets out procedures for the Service Provider to obtain information from the Commonwealth on third-party work for inclusion in the plan. This removes ambiguity around the date required, and enables GSL to submit a more complete and appropriate plan.
 - iii. Corrects a drafting error related to treatment of GST in determining the cost to the Commonwealth of out-of-scope work.
 - iv. Changes the time allowed for provision of audited financial statements of the Service Provider or related body corporate from three months to four months from the end of the financial year for the Service provider or related body corporate respectively, and limits the application of this requirement to the related body corporate to the extent of the related body corporate's involvement in the provision of Detention Services. This enables GSL to fit this requirement into their corporate schedules, and simplifies reporting.
 - v. Gives discretion to the Contract Administrator to determine whether a review shall be undertaken into an Incident or the Exercise of Emergency Powers. If the Contract Administrator determines that no review shall be undertaken into such an event, the Contract Administrator may determine the extent to which the Services Provider will be responsible for associated costs. If the costs so

determined are significant, the Services Provider may require that the event is referred to a review. This removes a requirement to review every incident, which neither party regarded as necessary or efficient.

- vi. Changes the Contract Administrator's powers of delegation so that powers are delegated to the occupants of designated positions instead of specified individuals. This better reflects DIMA's delegation structures.
- vii. Permits the Department to be responsible for non-hospital medical costs of a detainee in limited circumstances agreed by the Department. This clarifies matters identified following an occurrence of a detainee requiring medical attention.
- viii. Expands lists giving examples of Critical, Major and Minor incidents that have mandatory reporting timeframes associated with them, and sorts these lists alphabetically. This clarification resulted from a review of incident types.
- ix. Replaces the Implementation Plan with a more accurate version, following finalisation of the transition-in plan.
- x. Revises schedules of maintenance work, slightly increasing values for Maribyrnong and Perth, and removing entirely requirements and fees related to refurbishment maintenance work in Port Hedland, Villawood and Baxter. This allows for the fact that much of the work was completed prior to transition.
- xi. Increases the amount of non-recurring establishment costs to be excluded from fees relating to any extension of the contract, reflecting negotiated changes in the amortisation of start-up fees.
- xii. Creates fees for recovery of Port Hedland IRPC establishment costs while the Port Hedland IRPC remains closed, to reflect changes in the operational status of the Port Hedland IRPC.
- xiii. Replaces the specification for the annual Business Plan, simplifying the design to focus on essential business requirements.
- xiv. Changes the name of a GSL employee specified to hold a particular position and require a particular level of security clearance, due to GSL staff changes.
- xv. Effective from 1 December 2004, clarifies which transport and escort services are paid for using which contract provisions, and adds maps to assist in this. This also corrects drafting errors.

Deed of Variation Number Two is effective from 1 February 2005. It adds the Port Augusta Residential Housing Project to the contract.

- c. The total cost to the Department associated with the preparation of these variations is estimated to be \$27,000.