

Acacia Prison Services Agreement

Schedule 1

Schedule 1

1. Insurance Amounts

- (a) **Industrial Special Rates – buildings**
\$105,000,000.
- (b) **Employer's Indemnity Insurance**
\$75,000,000 for each occurrence.
- (c) **Public and Product Liability Insurance**
\$30,000,000.
- (d) **Professional Indemnity Insurance**
\$10,000,000.
- (e) **Motor Vehicle Third Party Liability Insurance**
\$20,000,000 for any one accident.
- (f) **Medical Treatment Insurance**
\$1,000,000 for any one claim.

2. Interest Rate

The standard commercial overdraft rate of interest charged by a Bank carrying on business in Perth nominated by the State.

3. Abatement Amount

The Abatement Amount for each Specified Event is as follows.

- (a) An Escape: \$100,000
- (b) A Loss of Control: \$100,000
- (c) A death in custody other than from natural causes: \$100,000
- (d) a breach of the Contractor's obligations to report or provide information, or the provision of a report or information which is misleading or inaccurate, including by omission: \$20,000
- (e) a failure to comply with a Performance Improvement Request: \$20,000

The amount of \$20,000 in paragraphs (d) and (e) is the maximum amount payable as a result of the occurrence of an event described in those paragraphs. Upon the occurrence of such an event, the State will determine a reasonable Abatement Amount for the event by reference to the nature of the breach, which amount may be less than or equal to \$20,000.

Acacia Prison Services Agreement

Schedule 1

On each Review Date the Abatement Amount will be adjusted according to the following formula:

$$AAN = AAP \times \text{CPI Adjustment}$$

Where:

AAN means the Abatement Amount to apply from and after the Review Date.

AAP means the Abatement Amount set out above.

4. Review Date

In the case of the Operation Payment and all other reviews, the Review Date is 30 June 2006 and each subsequent anniversary of that date.

5. Guarantee Amount

\$3,500,000

6. Address for Service of Notices

As set out below or to any other address or authorised representative specified by any party to the sender by notice

(a) **State**

Level 16, Westralia Square
141 St George's Terrace
PERTH WA 6000
Facsimile: (08) 9264 1121

Attention: Manager, Acacia Prison Contract

(b) **Contractor**

Level 10
90 Arthur Street
NORTH SYDNEY NSW 2060
Facsimile: (02) 9964 9924
Attention: Company Secretary

7. Anticipated Commencement Date

16 May 2006

Acacia Prison Services Agreement

Schedule 1

8. Guarantor

Serco Group plc

Serco House
16 Bartley Way
Bartley Wood Business Park
Hook
Hampshire
United Kingdom
RG27 9UY

Acacia Prison Services Agreement

Schedule 2

Schedule 2

Payments Schedule

1. Operations Payment

The Operation Payment payable in respect of each Operation Month will be calculated according to the following formula:

$$OP = (BOS - PIA + WA + IA) \times \frac{OMD}{CMD}$$

Where:

OP is the Operation Payment for the Operation Month;

BOS is the Base Operating Sum for the Operation Month calculated in accordance with section 2;

PIA is the Performance and Innovation Adjustment calculated in accordance with section 3.

WA is any Wages Adjustment for the Operation Month calculated in accordance with section 3.

IA is any Insurance Adjustment for the Operation Month calculated in accordance with section 4;

OMD is the number of days in the Operation Month; and

CMD is the number of days in the calendar month in which the Operation Month falls.

The first Operation Month (ending 31 May 2006) and the second Operation Month (ending 30 June 2006) will be calculated and paid together as a single payment, payable after the end of the second Operation Month.

2. Base Operating Sum

The Base Operating Sum for an Operation Month will be calculated as follows:

$$BOS = OOS \times CPI$$

Where:

BOS is the Base Operating Sum for the Operation Month;

OOS is the Original Operating Sum which corresponds to the DAP for that Operation Month as set out in Column B of the Table A, B or C (as applicable) of section 6; and

CPI is the CPI Adjustment applicable to the most recent Review Date prior to the commencement of the Operation Month.

Acacia Prison Services Agreement

Schedule 2

3. Performance and Innovation Adjustment

The Performance and Innovation Adjustment for each Operation Month will be calculated as follows:

$$PIA = OPLF \times CPI$$

Where:

PIA is the Performance and Innovation Adjustment for the Operation Month:

OPLF is the Original Performance and Innovation Adjustment which corresponds to the DAP for the Operation Month as set out in Column D of Table A, B or C (as applicable) of section 6.

CPI is the CPI Adjustment applicable to the most recent Review Date prior to the commencement of the Operation Month.

4. Wages Adjustment

- (a) If:
- (i) any Prison Workers (***Relevant Prison Workers***) are granted an increase in wages after the Commencement Date or after the date of any previous adjustment under this section, which increase exceeds the increase in CPI over that period; and
 - (ii) within 6 months after that wage increase, the Contractor grants a wage increase (the ***Relevant Wage Increase***) to Contract Workers holding equivalent positions to the Relevant Prison Workers (***Relevant Contract Workers***) which increase exceeds the increase in CPI over that period (the ***Relevant Period***),
- the Contractor may apply to the State for a wages adjustment.
- (b) In this section 4 Prison Workers means any employees employed by the State in a State operated prison and engaged in any of the following services or duties:
- (i) Catering;
 - (ii) Facilities Management;
 - (iii) Residential;
 - (iv) Security and Operations;
 - (v) Health Care;
 - (vi) Sentence Management;
 - (vii) Offending Behaviour Units;
 - (viii) Education and Vocational Training;
 - (ix) Prison Industries; or
 - (x) Nightshift.
- (c) The Contractor's application must:

Acacia Prison Services Agreement

Schedule 2

- (i) demonstrate that this section 4 applies;
- (ii) specify the percentage wage increase granted to Relevant Prison Workers (*Prison Workers Percentage Increase*);
- (iii) specify the percentage wage increase granted to Relevant Contract Workers (*Contract Worker Percentage Increase*);
- (iv) specify the increase in CPI over the Relevant Period as a percentage (*CPI Percentage Increase*);
- (v) calculate a wages adjustment equal to that part of the increase in the Contractor's monthly wages costs which is attributable to the difference between:
 - (A) the CPI Percentage Increase; and
 - (B) the lower of the Prison Worker Percentage Increase and the Contract Worker Percentage Increase;
- (vi) identify the date from which the Relevant Wages Increase took effect (the *Wages Adjustment Date*),

and provide a sufficient level of detail and supporting evidence to enable the State to verify the Contractor's application and calculations.

- (d) If the State is satisfied, acting reasonably, that this section applies and that the wages adjustment set out in the Contractor's application is correctly calculated, the State must notify the Contractor that it accepts the Contractor's application. If the State accepts the Contractor's application, all Operation Payments from the Wages Adjustment Date must include the wages adjustment as set out in the Contractor's application. The first Operation Payment after the State's notification of acceptance must include the aggregate of all wages adjustments for all Operation Months after the Wages Adjustment Date.

5. Insurance Adjustment

- (a) If:
 - (i) there is an increase in insurance premium costs for insurances required to be taken out under this Agreement after the Commencement Date or after the date of any previous adjustment under this section, which exceeds the increase in CPI over that period; and
 - (ii) the increase is due to reasons outside the Contractor's control and is not attributable to any act or omission of the Contractor, any Contract Worker or any Subcontractor,

the Contractor may apply to the State for an insurance adjustment.

- (b) The Contractor's application must:
 - (i) demonstrate that this section applies;

Acacia Prison Services Agreement

Schedule 2

- (ii) calculate an insurance adjustment equal to that part of the increase in the Contractor's monthly insurance premium costs which is in excess of the CPI increase;
- (iii) identify the date from which the insurance premium cost increases apply (the *Insurance Adjustment Date*),

and provide a sufficient level of detail and supporting evidence to enable the State to verify the Contractor's application and calculations.

- (c) If the State is satisfied, acting reasonably, that this section applies and that the insurance adjustment set out in the Contractor's application is correctly calculated, the State must notify the Contractor that it accepts the Contractor's application. If the State accepts the Contractor's application, all Operation Payments after the Insurance Adjustment Date must include the insurance adjustment set out in the Contractor's application. The first Operation Payment after the State's notification of acceptance must include the aggregate of all insurance adjustments for all Operation Months after the Insurance Adjustment Date.

6. Payment Tables

6.1 Table A

Table A applies to a scenario in which all Prisoners are to be accommodated in the Prison Building as it exists as at the Commencement Date, with double bunking of Prisoners when numbers exceed 800.

Column A	Column B	Column C	Column D	Column E	Column F
DAP for Operation Month	Original Operating Sum for Operation Month	Annualised Operation Payment	Performance Linked Fee for Operation Month	Annualised Performance Linked Fee	Band Entry Costs
0 - 600	\$2,280,346	\$27,364,154	\$114,017	\$1,368,208	
601 - 625	\$2,298,425	\$27,581,100	\$114,921	\$1,379,055	0
626 - 650	\$2,390,448	\$28,685,371	\$119,522	\$1,434,269	0
651 - 675	\$2,426,563	\$29,118,755	\$121,328	\$1,455,938	0
676 - 700	\$2,472,142	\$29,665,707	\$123,607	\$1,483,285	0
701 - 725	\$2,514,950	\$30,179,400	\$125,748	\$1,508,970	0
726 - 750	\$2,544,685	\$30,536,217	\$127,234	\$1,526,811	0
751 - 775	\$2,583,920	\$31,007,040	\$129,196	\$1,550,352	0
776 - 800	\$2,596,880	\$31,162,564	\$129,844	\$1,558,128	0
801 - 825	\$2,655,873	\$31,870,478	\$132,794	\$1,593,524	\$38,905
826 - 850	\$2,720,883	\$32,650,597	\$136,044	\$1,632,530	\$36,093
851 - 875	\$2,787,731	\$33,452,776	\$139,387	\$1,672,639	\$40,311
876 - 900	\$2,859,131	\$34,309,577	\$142,957	\$1,715,479	\$42,654

Acacia Prison Services Agreement

Schedule 2

Column A	Column B	Column C	Column D	Column E	Column F
DAP for Operation Month	Original Operating Sum for Operation Month	Annualised Operation Payment	Performance Linked Fee for Operation Month	Annualised Performance Linked Fee	Band Entry Costs
901 - 925	\$2,981,528	\$35,778,335	\$149,076	\$1,788,917	\$82,966
926 - 950	\$3,052,838	\$36,634,055	\$152,642	\$1,831,703	\$47,811
951 - 975	\$3,102,763	\$37,233,158	\$155,138	\$1,861,658	\$22,499
976 - 1000	\$3,172,064	\$38,064,773	\$158,603	\$1,903,239	\$17,812

Note: DAP in excess of 1000 is to be treated as a State initiated variation in accordance with clause 16.

6.2 Table B

Table B applies to the scenario where any Prisoners in excess of 800 are to be accommodated in additional single bunk accommodation (168 self care; 124 level 2 beds, and 102 level 1 beds).

Column A	Column B	Column C	Column D	Column E	Column F
DAP for Operation Month	Original Operating Sum for Operation Month	Annualised Operation Payment	Performance Linked Fee for Operation Month	Annualised Performance Linked Fee	Band Entry Costs
0 - 600	\$2,280,346	\$27,364,154	\$114,017	\$1,368,208	
601 - 625	\$2,298,425	\$27,581,100	\$114,921	\$1,379,055	0
626 - 650	\$2,390,448	\$28,685,371	\$119,522	\$1,434,269	0
651 - 675	\$2,426,563	\$29,118,755	\$121,328	\$1,455,938	0
676 - 700	\$2,472,142	\$29,665,707	\$123,607	\$1,483,285	0
701 - 725	\$2,514,950	\$30,179,400	\$125,748	\$1,508,970	0
726 - 750	\$2,544,685	\$30,536,217	\$127,234	\$1,526,811	0
751 - 775	\$2,583,920	\$31,007,040	\$129,196	\$1,550,352	0
776 - 800	\$2,596,880	\$31,162,564	\$129,844	\$1,558,128	0
801 - 825	\$2,649,840	\$31,798,082	\$132,492	\$1,589,904	\$33,749
826 - 850	\$2,716,553	\$32,598,630	\$135,828	\$1,629,932	\$40,311
851 - 875	\$2,770,912	\$33,250,944	\$138,546	\$1,662,547	\$32,343
876 - 900	\$2,840,061	\$34,080,735	\$142,003	\$1,704,037	\$41,248
901 - 925	\$2,950,766	\$35,409,196	\$147,538	\$1,770,460	\$68,435
926 - 950	\$3,038,094	\$36,457,122	\$151,905	\$1,822,856	\$60,467
951 - 975	\$3,099,337	\$37,192,046	\$154,967	\$1,859,602	\$33,749
976 - 1000	\$3,155,339	\$37,864,064	\$157,767	\$1,893,203	\$35,155
1001 - 1025	\$3,253,756	\$39,045,071	\$162,688	\$1,952,254	\$65,153
1026 - 1050	\$3,302,036	\$39,624,432	\$165,102	\$1,981,222	\$26,718
1051 - 1075	\$3,368,233	\$40,418,798	\$168,412	\$2,020,940	\$39,843

Acacia Prison Services Agreement

Schedule 2

Column A	Column B	Column C	Column D	Column E	Column F
DAP for Operation Month	Original Operating Sum for Operation Month	Annualised Operation Payment	Performance Linked Fee for Operation Month	Annualised Performance Linked Fee	Band Entry Costs
1076 - 1100	\$3,436,331	\$41,235,966	\$171,817	\$2,061,798	\$43,592
1101 - 1125	\$3,499,773	\$41,997,271	\$174,989	\$2,099,864	\$36,092
1126 - 1150	\$3,581,550	\$42,978,596	\$179,077	\$2,148,930	\$48,280
1151 - 1175	\$3,638,560	\$43,662,724	\$181,928	\$2,183,136	\$27,655
1176 - 1194	\$3,680,749	\$44,168,988	\$184,037	\$2,208,449	\$22,030

6.3 Table C

Table C applies to the scenario where any Prisoners in excess of 800 are to be accommodated in additional single bunk accommodation (292 self-care and 102 level 1 beds).

Column A	Column B	Column C	Column D	Column E	Column F
DAP for Operation Month	Original Operating Sum for Operation Month	Annualised Operation Payment	Performance Linked Fee for Operation Month	Annualised Performance Linked Fee	Band Entry Costs
0 - 600	\$2,280,346	\$27,364,154	\$114,017	\$1,368,208	
601 - 625	\$2,298,425	\$27,581,100	\$114,921	\$1,379,055	0
626 - 650	\$2,390,448	\$28,685,371	\$119,522	\$1,434,269	0
651 - 675	\$2,426,563	\$29,118,755	\$121,328	\$1,455,938	0
676 - 700	\$2,472,142	\$29,665,707	\$123,607	\$1,483,285	0
701 - 725	\$2,514,950	\$30,179,400	\$125,748	\$1,508,970	0
726 - 750	\$2,544,685	\$30,536,217	\$127,234	\$1,526,811	0
751 - 775	\$2,583,920	\$31,007,040	\$129,196	\$1,550,352	0
776 - 800	\$2,596,880	\$31,162,564	\$129,844	\$1,558,128	0
801 - 825	\$2,649,840	\$31,798,082	\$132,492	\$1,589,904	\$33,749
826 - 850	\$2,716,553	\$32,598,630	\$135,828	\$1,629,932	\$40,311
851 - 875	\$2,770,912	\$33,250,944	\$138,546	\$1,662,547	\$32,343
876 - 900	\$2,840,061	\$34,080,735	\$142,003	\$1,704,037	\$41,248
901 - 925	\$2,950,766	\$35,409,196	\$147,538	\$1,770,460	\$68,435
926 - 950	\$3,038,094	\$36,457,122	\$151,905	\$1,822,856	\$60,467
951 - 975	\$3,099,337	\$37,192,046	\$154,967	\$1,859,602	\$33,749
976 - 1000	\$3,155,339	\$37,864,064	\$157,767	\$1,893,203	\$35,155
1001 - 1025	\$3,253,756	\$39,045,071	\$162,688	\$1,952,254	\$65,153
1026 - 1050	\$3,302,036	\$39,624,432	\$165,102	\$1,981,222	\$26,718
1051 - 1075	\$3,368,233	\$40,418,798	\$168,412	\$2,020,940	\$39,843
1076 - 1100	\$3,436,331	\$41,235,966	\$171,817	\$2,061,798	\$43,592

Acacia Prison Services Agreement

Schedule 2

Column A	Column B	Column C	Column D	Column E	Column F
DAP for Operation Month	Original Operating Sum for Operation Month	Annualised Operation Payment	Performance Linked Fee for Operation Month	Annualised Performance Linked Fee	Band Entry Costs
1101 - 1125	\$3,499,773	\$41,997,271	\$174,989	\$2,099,864	\$36,092
1126 - 1150	\$3,581,550	\$42,978,596	\$179,077	\$2,148,930	\$48,280
1151 - 1175	\$3,638,560	\$43,662,724	\$181,928	\$2,183,136	\$27,655
1176 - 1194	\$3,680,749	\$44,168,988	\$184,037	\$2,208,449	\$22,030

Acacia Prison Services Agreement

Schedule 3

Schedule 3

Operational Philosophy and Regime

Contents

2.	Operational Philosophy and Regime	2
	Our View of the Role of a Prison	2
	Considerations When Developing an Operational Philosophy and Regime	3
	Our Vision for Acacia Prison	3
	The Building Blocks of the Operational Philosophy and Regime – the Four Cornerstones, the Governing Principles, and the Responsible Prisoner	3
	The Operational Philosophy and Regime	5
	Areas of Focus	9
	The Prison in the Wider Context	10
	A Day in the Life of...	12
	The Importance of Environment	12
	The Offender’s Journey	14
	Assigning Prisoners to Accommodation and Moving Between Accommodation	15
	The Daily Regime and Use of the Prison	17
	Challenges Ahead	18
	Staffing Levels, Locations and Roles	19
	Validating the Operational Philosophy and Regime and Best Practice Sharing	19
2.1	Environmental Management	21
	Operational Philosophy	21
	What We Will Do	22
	How We Will Do It	23
	How We Will Assure Delivery	24
	Indigenous Prisoners/Offender	24

2. Operational Philosophy and Regime

Due to the overarching nature of any operational philosophy, Serco has not structured its response to this requirement in the same manner as hereafter used throughout Volume 3. Serco confirms however that all requirements noted in the Request for Proposal have been addressed.

In developing our operational philosophy and regime, Serco has taken full account of the Standard Guidelines for Corrections in Australia 2004, the Prisons Act 1981, the Prisons Regulations 1982, Department of Justice's Policies, Rules and Operational Instructions, the Acacia Prison Services Agreement Annual Reports up to and including 2004/5, various thematic reviews of the prison, and Office of the Inspector of Custodial Services Inspection Reports of 2003 and 2005.

Our View of the Role of a Prison

Serco has operated very successfully a wide variety of secure facilities for a number of years. In this time we have learned what works and what does not, what approaches are effective and the pitfalls to be avoided. Some lessons have been hard, but we have responded to these and learned from them.

Our facilities have reached a high level of security, safety and effectiveness, and we have achieved this by recognising and adhering to a number of fundamental considerations regarding the role of any prison. We believe:

- The prison should be operated as a fully integrated element of a wider justice system
- The prison should remain in a constant state of development as the demands on it change over time
- The prison should discharge its core responsibility of being safe and secure, allowing work to help the rehabilitation and reintegration of prisoners to be undertaken without distraction
- The prison should deliver services of demonstrable benefit to the prisoner; for without this there would be no real prisoner engagement or commitment
- The prison should be focussed on measurable outcomes
- The prison should be optimistic, forward and outward looking
- The prison should operate in a prisoner-centred manner recognising each one as a unique individual
- The prison should identify needs and deliver services to meet those needs
- The prison should be a meritocracy
- The prison should minimise the negative effects of imprisonment
- The term of imprisonment is a significant life period, being one of great opportunity and value, where opportunities must be seized
- The prison should be operated by a staff group who are knowledgeable and clear about its role, their function in delivering it, and which exploits to the full their energies, abilities and aspirations

Considerations When Developing an Operational Philosophy and Regime

Serco considers that any enterprise should have an underpinning rationale that communicates the essence of what it is about. Without it, the enterprise is likely to lose focus, be unable to measure its effectiveness, and unable to develop in a coherent way.

Serco's core approach is enshrined in the single comment 'bringing service to life'. The reality of this deceptively simple concept means that, as a service provider, we recognise that success ultimately depends on what happens at the sharp end of the service, in daily interactions with those receiving the service, be they users or those that commission us to deliver them.

As such, the operational philosophy and regime of Acacia Prison must fulfil some basic tenets. They must be deliverable, enduring, shared, understandable, deliver wins for all parties, translatable into actions, and provide a benchmark through which to measure delivery

Our Vision for Acacia Prison

We provided a vision statement in our response to the Expression of Interest that encapsulated our operational philosophy and regime. We have reviewed carefully this statement in the light of the Request for Proposal, additional information received, and our visits to Acacia Prison and concluded that it still fulfils our beliefs, ethos and the tenets listed above. We therefore intend to maintain the vision:

'Our vision for every prisoner at Acacia Prison is that he will work actively with the help of the prison to address his offending, develop his abilities, and rejoin his community as a full and law-abiding citizen'

It is our impact on the behaviours of our prisoners by which our success or failure will ultimately be judged. Serco is committed to working with the Department to identify appropriate metrics to measure this.

The vision translates into service through a prison where the offender/individual is the catalyst and driver for change, the prison is there to support but not supplant, where needs are identified and met, and where the endgame is a successful return to the community.

The Building Blocks of the Operational Philosophy and Regime – the Four Cornerstones, the Governing Principles, and the Responsible Prisoner

As noted in our response to the Expression of Interest, Serco proposes to base its operational philosophy and regime on the Department's four cornerstones of custody and containment, care and well being, rehabilitation and reintegration, and reparation; these being operationalised through Serco's governing principles of fostering an entrepreneurial culture, enabling our people to excel, delivering our promises, and building trust and respect.

Serco believes that there is a close cultural fit between the four cornerstones and the four governing principles, the former providing the outcomes for Acacia Prison, the latter providing the philosophy and ethos of the approaches by which they are to be achieved.

For example, the cornerstone of reparation (where the offender provides redress to the community against which he has offended), is put into operation through the governing principles of building trust and respect (with the offender rebuilding the broken links of trust with the community, demonstrating renewed respect for his fellow citizens and through his efforts being correspondingly respected), delivering on our promises (whereby the offender delivers on his commitments), and fostering an entrepreneurial culture (in which we encourage the offender to set himself a personal reparation target to achieve reflecting where he has most to offer).

At the centre of the interplay between the cornerstones and the governing principles is the prisoner. When Serco reviewed the Department's objectives for Acacia Prison and the prison design, it became clear that the prison's unique and innovative design offered the opportunity to encourage and support the prisoner to take control of as much of his daily life whilst at the prison as is possible and prudent.

Serco believes that our concept of the 'Responsible Prisoner' is one of great value and entirely in keeping with the vision for Acacia Prison.

The Responsible Prisoner is one who actively participates in their schedule during their imprisonment in the widest sense. From playing a full part in the identification of his needs, and the services to be accessed in response, through managing his daily routines and progress to achieve targets, to preparing for his release.

The corollary of this is that the prison acts as a facilitator to develop responsibility, providing the resources, structures and networks necessary for individual responsibility to be exercised. The level of responsibility to be exercised by each prisoner is dependent on both their ability and attitude, with the prison acting as a safety-net for those incapable or unwilling to do so.

The experience of imprisonment can all too easily lead to the disenfranchising of prisoners who become the passive recipients of services based on the needs of the prison and without due regard for the individual, with a focus on process rather than outcomes. We reject this warehousing approach for one which recognises rights and responsibilities.

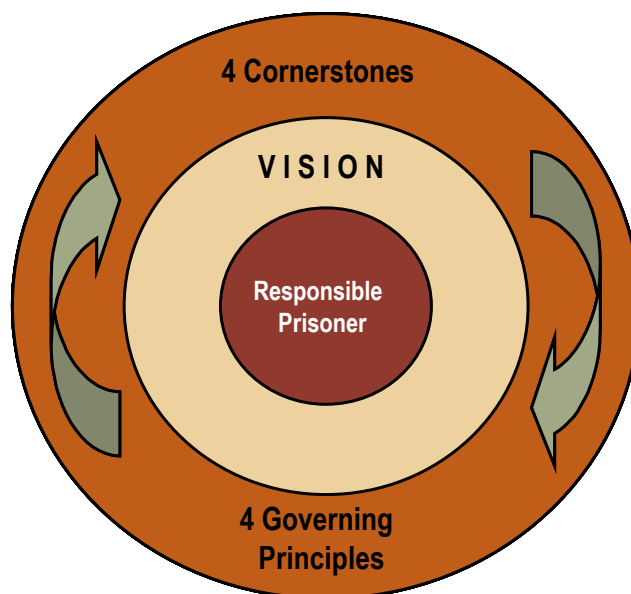
The Responsible Prisoner approach is entirely supported by the cornerstones and the governing principles:

- Custody and Containment – implicit in this are graduated levels of restriction and the prisoner, demonstrating his responsibility, is encouraged and supported to progress through them
- Care and Well Being – implicit in this is the decent treatment of all within the prison and the prisoner, demonstrating his responsibility, becomes an advocate for himself as well as a responsible and tolerant member of a wider community in a supportive community
- Rehabilitation and Reintegration – implicit in this is the need to address offending behaviour and to return successfully to the community and the prisoner, demonstrating his responsibility, plays a full and active part in identifying,

agreeing, accepting and actively participating in the suite of interventions he will access, and prepares himself for release

- Reparation – implicit in this is an expectation that the prisoner will provide redress to the community and demonstrate his responsibility by understanding the existence of this debt and that it is individually owed
- Fostering an Entrepreneurial Culture – the Responsible Prisoner is encouraged to seek the solutions to his needs
- Enabling Our People to Excel – the Responsible Prisoner has the hurdle set to an individual level which is high enough to demand challenge and change
- Delivering Our Promises – the Responsible Prisoner is required to make individual commitments, and then make good on them
- Building Trust and Respect – the Responsible Prisoner demonstrates that he is capable of earning and receiving trust and respect and plays a positive role in the prison

In summary therefore, the Responsible Prisoner, the Vision, the four Governing Principles and the four Cornerstones combine to provide the framework for our solution:



The Operational Philosophy and Regime

Delivering Custody and Containment through Fostering an Entrepreneurial Culture

Serco will provide a comprehensive security strategy utilising dynamic, procedural and physical elements. All members of staff, irrespective of their role, will have security awareness training, and systems will be maintained through which they can feed intelligence into a central system for analysis and action. We will encourage staff to suggest ideas that will enhance security and ensure that responsibility for security is not vested in a single staff group.

Delivering Custody and Containment through Enabling Our People to Excel

Serco will deliver a security response based on comprehensive risk assessment and an earned incentives and privileges scheme that reflects an on-going assessment of the risk posed by each prisoner. The focus on fostering demonstrated responsibility enables a graduated level of restriction in which the prisoner who excels is rewarded. Prisoners working collaboratively with staff in teams to achieve common aims contributes to dynamic security.

Delivering Custody and Containment through Delivering Our Promises

Serco will keep its promises to Western Australia by maintaining security and safety through an interlocking suite of strategies including security, searching, self-harm and suicide, violence reduction (including an Anti-Bullying Policy), and drugs. In our dealing with prisoners we will avoid frustration and disillusionment by keeping our promises to them; when we say something will be arranged, our staff are making an obligation to the prisoner, one to be met.

Delivering Custody and Containment through Building Trust and Respect

Serco will create an environment which recognises and celebrates diversity. The specialist needs of indigenous prisoners will be met through differentiated services throughout the totality of our solution, led by a senior manager with specific responsibility in this area. The building of trust and respect will be aided through education assistance to those prisoners with poor written and spoken English skills, since effective communication is a pre-requisite in building relationships. The Responsible Prisoner at the heart of our vision reflects our desire to use dynamic security to its fullest, where mutual trust and respect between staff and prisoners minimises the potential for conflict. Serco will demonstrate its understanding of the difficulties faced by families living in areas remote from the prison by developing the concept of a free 'travel lodge' room for overnight stays, a potential development in Phase 4 of our Transition Plan.

Delivering Care and Well Being through Fostering an Entrepreneurial Culture

Serco will encourage the prisoner to be fully engaged in his Individual Management Plan (IMP) and through comprehensive assessment, be intimately involved in setting the agenda for change. As this process requires challenge and change from the prisoner, he will be mentored through the process by a group of staff that together make up his Personal Advisor team. Personal Advisors will work with the prisoner as he progresses through his IMP targets, and be drawn from across the whole of the operational staff group, including security, residential, and activities staff. The prisoner and his Personal Advisor team will work closely to generate ideas to meet the needs of the prisoner, enabling him to develop sustainable independence and advocacy skills.

Delivering Care and Well Being through Enabling Our People to Excel

Serco will work with prisoners to set individual targets that challenge and stretch. The prisoner will be assisted in developing his independent living skills and life skills through educational and vocational training programmes easily transferable into marketable employment competencies. Level 3, which we term Enhanced, carries with it the expectation of a high degree of autonomy in matters of organising domestic routines. Enhanced will be open to lesser able prisoners through additional staff support and prisoner buddies as part of a wider prisoner volunteering scheme.

Delivering Care and Well Being through Delivering Our Promises

Prisoners will enter into a Compact with the prison setting out the rights and responsibilities of both parties, what the prisoner can expect from the prison, and what the prison can expect from the prisoner. In providing care and well being, and managing a diverse population with individual and often multiple communal needs, our multi-skilled and flexible staff will operate in a variety of functions, contributing to consistency of approach. Security staff will be trained to a comprehensive level allowing them to discharge their duties effectively. In addition, Serco will identify a number of other operational competence areas, such as education, sports, offending behaviour programmes, vocational training and resettlement. Staff with accredited prior learning and experience, or those undertaking in-service training, will be authorised to operate in supporting roles in these areas. Our goal will be to develop staff members who can contribute to the case management of the prisoners to whom they are a Personal Advisor across a range of interventions. Serco has also proposed an extended 'Productive Day' and a 'Productive Prison' with a substantial range of opportunities that reflect our desire for decency and to provide a landscape for activities that allows care and well being to be developed.

Delivering Care and Well Being through Building Trust and Respect

Serco will demonstrate through differentiated services that we have fully considered minority groups' uniqueness and acted upon our findings. We are confident that all groups will appreciate our efforts and our continuing commitment to learn and adapt. Through transparency and consistency of approach, our staff will act in the prisoner's best interests and effectively discharge our duty of care.

Delivering Reparation through Fostering an Entrepreneurial Culture

Serco will not impose reparation in a blanket manner, but work with prisoners through their IMP targets to agree and deliver a personal reparation target. For restoration to be truly valid, we believe that the prisoner should be as much as possible the originator and driver of these efforts.

Delivering Reparation through Enabling Our People to Excel

Serco will facilitate the restorative ambitions of prisoners and investigate and support innovative ways of repaying some of the debt they owe to the community. We believe that reparation should not be measured only in dollars, but also in commitment and effort, and prisoners will have the opportunity to volunteer in a structured and recognised manner.

Delivering Reparation through Delivering Our Promises

Serco will, through personal reparation targets in the prisoner's IMP, work to embed the prisoner into those areas of the community from which he may previously have been excluded. Tied closely to rehabilitative and reintegration activities we believe that the Responsible Prisoner should work to develop full 'membership' of the community, doing such normal things as applying for a driving licence. In this way he moves into mainstream culture. Through becoming a 'net contributor' to the community he delivers on his promise to repay the debt.

Delivering Reparation through Building Trust and Respect

Serco will ensure that reparation efforts do not take place in isolation from the community. To make certain that the prisoner recognises a clear link between his commitment and the community, and does not see his efforts as being for the prison, but for the community he owes, we will work closely with external charities and agencies whose representatives will be encouraged to visit the prisoners. By seeing that his 'contract' is with the community directly, and the prison acting in a facilitating role, the prisoner is able to rebuild trust and respect with those to whom the debt is owed. This direct involvement allows real and meaningful personal reparation targets to be set, and the prisoner to see the impact of his efforts.

Delivering Rehabilitation and Reintegration through Fostering an Entrepreneurial Culture

Serco will provide a suite of activity interventions that are designed to meet identified needs. The Responsible Prisoner will be encouraged and supported to lead on the development of his IMP, and the actions flowing from it. Serco believes that the prisoner should work to increase his 'social capital' and achieve successful reintegration through innovative and personalised targets and goals that equip him for release. Recognising that the Responsible Prisoner should also be the driver for post release planning, we will equip and operate a Links Suite in which the prisoner himself can, in a supported and supervised way, organise and administer his post-release plan.

Delivering Rehabilitation and Reintegration through Enabling Our People to Excel

Serco will provide an environment in which it is clear to the prisoner that his actions within the prison, working to his IMP, are a matter for personal pride, be they developing skills, working to avoid re-offending, or in demonstrating reparation. Being of demonstrable benefit to the prisoner, targets will be personally challenging. Frequent review of progress will allow refinement of targets. Prisoners may also demonstrate particular aptitudes in areas previously unidentified or underdeveloped. Personal Advisors, communicating with all areas of the prison, will be quick to identify these and develop ways of building upon them allowing the prisoner to work through the skills levels from novice to expert. Our flexibility of response will allow new activities to be provided quickly. We do not believe that the prisoner population operates wholly at a lower level, and that experts do exist, or are capable of being developed. These high fliers will be supported.

Delivering Rehabilitation and Reintegration through Delivering Our Promises

Serco will provide the accommodation, activities, services, resources, and environment in which the prisoner can undertake his personal journey to successful resettlement. In asking the prisoner to commit to change, we will fulfil our side of the bargain by providing the means by which he can do so. Serco is committed to contributing to a safer Western Australia, and we will make certain that Acacia Prison is operated in a manner that reflects this.

Delivering Rehabilitation and Reintegration through Building Trust and Respect

Serco recognises that prisoners face considerable challenges in the immediate and medium terms post release. We believe that these critical periods are ones in which many ex-prisoners fail as services and support do not always link effectively. Our solution provides these links, and allow the ex-prisoner to return into the community in a phased manner with much support immediately upon release, falling away as he achieves successful reintegration. As there are justifiable reluctances on the part of the community to reintegrate offenders immediately, we will provide initial support through linking with agencies that specialise in the challenges faced by ex-prisoners and are willing to give the individual the opportunity. In this way the prisoner is less likely to encounter frequent knock-backs in this period, become disillusioned, and return to re-offending. The prisoner's work, through his personal reparation target and the close involvement of external employers aids this process, and the Resettlement Team will be experts in the challenges and needs of the post release period.

Areas of Focus

Whilst Serco has detailed its service provision in Volume 3, some highlights that illustrate our operational philosophy and regime are:

- A comprehensive and pro-active healthcare service (recognising that prisoners often exhibit poor self-care), with specialised indigenous prisoner services, active and working in partnership with catering, sports and education departments.
- A dedicated resettlement team working to bridge the 'gate-gap' that frustrates and undoes much of the good work carried out in custody. Dealing with the whole spectrum of post release issues; employment, health, housing, education, relationships, drugs and avoiding offence triggers, the team will work intimately with the prisoner, his family/support network and community agencies.
- A work strategy based on a tripartite approach of education, vocational training and work to equip the prisoner with marketable and transferable skills (with the supporting competencies to exploit them), real links to employers and onward training and increased involvement of local employers in industrial workshops as partners-sponsors in our work.
- A vibrant and pro-active education provision present in all areas of the prison, providing basic and key skills support, accreditation at all levels, and a full and marketable curriculum including significant ICT resources, literacy, art, life-skills, numeracy, independent living skills, small business development, expressive arts, music, team-working, leadership, and transferable 'world skills'. The provision will

dovetail with community providers and provision in other prisons, and involve peer support.

- A range of vocational training opportunities supporting independent living skills development and the potential for self-employment, mapped against demand sectors of the Western Australia economy and labour market.
- A pre-release programme working in liaison with the resettlement team to prepare, equip, and closely plan the prisoner's transition into the community.
- An integrated drug strategy including security, residential, education, treatment and health elements with community agency partnerships
- A self-harm and suicide strategy with a multi-disciplinary team including residential, and healthcare representatives to individually case manage those at risk. The prison will aim to manage at-risk prisoners within the normal regime of the prison, engaging with them and keeping them fully involved, with Crisis Care as a fall back.
- A comprehensive Indigenous prisoner strategy that balances the need to include this group in our wider operational philosophy and regime with differentiated services that serve to provide community cohesion, cultural awareness, and equality and appropriateness of opportunity.
- A full use of a substantial visits provision in recognition of its key role in resettlement, with assistance to remote families, and the ability to take meals in visits as an important normalised and pro-social activity.
- A catering service including a varied and nutritious menu, meal choice, indigenous foodstuffs, and the ability for Indigenous prisoners to prepare their own meals by traditional methods.
- A volunteer service linked to community agencies allowing prisoners to contribute in very clear ways to the communities against which they have offended.
- A Links Suite which is a fully equipped office with phone, fax, internet and e-mail. Prisons can sometimes take charge of arrangements for the prisoner's release in such a way as to sideline the prisoner. Our Responsible Prisoner will be expected to arrange elements of his post-release, suitably supported and guided by staff. The Links Suite will be booked out by the prisoner, with a supporting staff member in attendance, and it is the prisoner who will liaise directly with education providers, housing providers, support agencies and the like. Not only does this reflect our Responsible Prisoner ethos, but is a powerful tool in improving self-confidence, self-advocacy, and independent living skills. Whilst in the Links Suite, the prisoner will be able, and encouraged, to access on-line (under strict staff supervision) and paper forms to apply for those entitlements a citizen would normally hold, but which he may have been culturally or socially excluded, such as a driving licence. Of course, all opportunities to develop basic and key educational skills will be exploited.

The Prison in the Wider Context

Whilst the operational philosophy and regime is focussed on the operations within the prison, Serco recognises that Acacia Prison has duties and obligations in a wider context. The effectiveness of the internal operations must flow through to these stakeholders, meeting their expectations.

The key stakeholders Acacia Prison serves are we believe:

- The Department of Justice
- The Western Australia taxpayer
- The victims of crime
- The Western Australia community

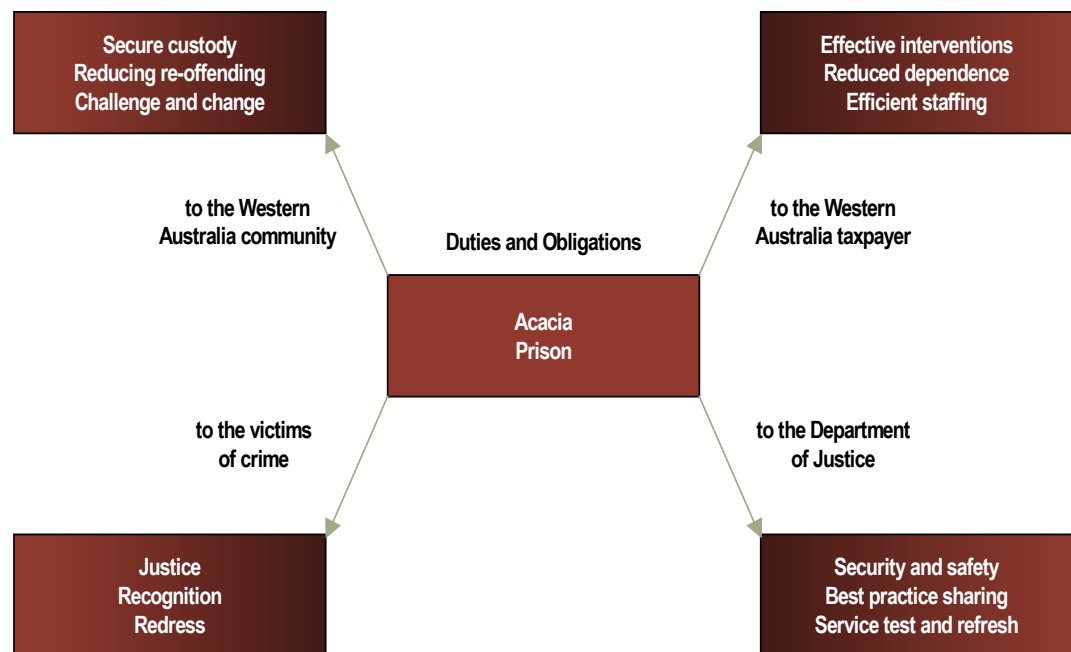
Duties and obligations to the Department of Justice – Acacia Prison is perhaps the highest profile facility in the estate, and one where justifiable public interest is greatest. The operational philosophy and regime will deliver first and foremost a secure and safe prison, where dynamic, procedural and physical security elements provide a complete security approach. The high level of staff-prisoner engagement will deliver good intelligence which, properly managed, will underpin our security posture. The pro-social basis of a clear, transparent and defensible operational philosophy and regime will aid the Department in demonstrating its management of Acacia Prison is robust and founded on outcomes that match its own cornerstones. Serco notes the initial goal for Acacia Prison to acquire excellence and innovation leading to improved standards. Once the operational philosophy and regime have been proved, we will assist the Department in the sharing of best practice across the wider estate. Serco also recognises that without regular refresh, any operational philosophy and regime will be degraded over time as the landscape in which it operates changes. Through a Contract Management (Development) Plan, Serco will ensure on-going applicability and effectiveness in conjunction with the Department.

Duties and obligations to the Western Australia taxpayer – Acacia Prison represents a substantial and on-going investment by the citizens of Western Australia. Our operational philosophy and regime ensures that the activities of the prison are closely focussed on meeting the needs of offenders, and thus a reduction in re-offending and subsequent costs to the tax payer will ensue. All interventions will be regularly tested for effectiveness and impact ensuring that those not proving themselves are replaced, and that resources are well spent. As will be demonstrated, our operational philosophy and regime will result in both the development of skills as well as pro-social attitudes, and the combination of these equips the ex-prisoner to operate successfully in the community, reducing dependency on state benefits. As noted above, staff working at Acacia Prison will have their potential used to its fullest. We have found that this delivers a far more coherent service, but also that multi-skilled staff working confidently across a range of disciplines offers staffing efficiencies and the best use of resources. As a result, staff members find their roles more fulfilling than when working in silos where their contribution is less easy to demonstrate, and there is a corresponding increase in retention and a decrease in expensive and avoidable recruitment activities.

Duties and obligations to the victims of crime – Acacia Prison will serve the victims of crime by ensuring sentences are carried out through the provision of a secure facility. The operational philosophy and regime encourages prisoners to operate responsibly and a key element of this is recognition of the impact of their offending on their victims and the wider community. As part of the strategy of individual and willing redress, restorative justice activities will provide reparation to charities and victim support groups. Ultimately, the reduction in re-offending will produce fewer victims in the future.

Duties and obligations to the Western Australia community – Acacia Prison will protect and serve the community by holding those assigned to custody by the Courts securely. This is a core competency of any prison. Beyond this fundamental, the operational philosophy and regime will in the longer term protect the community by reducing crime through reducing the propensity of the prisoners to offend. Core strategies will be skills development, attitude development and the recognition of responsibilities. The community protection afforded by the physical perimeter will be extended through the prison gate to one where the services offered by community partners take over. The operational philosophy and regime will not shirk from communicating the opprobrium of the community through programmes that challenge and confront the prisoner, whilst offering a solution to the problems they bring into focus.

In summary therefore, our duties and responsibilities are:



A Day in the Life of...

Our description of the operational philosophy and regime herein is by necessity technical. For an illustration of how it will impact on its core constituent, the prisoner, we direct the Department to our ‘A Day in the Life of...’ document that describes the experiences of a typical prisoner on a typical day at Acacia Prison and indicates the operational philosophy and regime in action at the operational level.

The Importance of Environment

If we are to develop the Responsible Prisoner and operationalise the four cornerstones through our governing principles, Serco believes that the environment of Acacia Prison must communicate these aims in an holistic and enduring way. The culture at Acacia Prison, the daily experience, the feel of the prison must reflect our aspirations and our vision.

Serco views these matters through a 'whole environment' approach. All aspects of the operation must contribute to the greater whole. Even in areas which exist to manage those who are refusing to engage appropriately, such as in detention, there will not be any divergence from our shared ethos.

Acacia Prison will act as a supportive responsible community in which all the social norms are practised. It will be a meritocracy where the environment is fair and equitable, and all members are equally valued. It will be a listening prison, encouraging full and proper engagement of the prisoners, and it will communicate clearly to all. It will be a healthy prison in all regards.

We will maintain at all times active pro-social modelling through our actions and attitudes. Pro-social behaviours will be recognised and rewarded, whilst anti-social behaviours will be challenged and rejected. Our environment will therefore be value based rather than welfare based.

The visible manifestation of this environment will include:

- A culture of involvement – we believe that good things happen when you make them happen and bad things happen when you let them happen. Our environment will not default to inactivity as the time and opportunity is simply too valuable to waste. We will ensure a full, varied and active day with ample opportunity for personal development for all prisoners. Those attempting to opt-out and turn away from the challenges and opportunities will themselves be challenged. Offenders working hard to improve their life chances should not see others not rising to the challenge being tacitly accepted.
- Leadership – we believe that at the hub of pro-social environments must be leaders who support and drive those that follow by the most powerful lesson of all, their own conduct. Our staff must and will demonstrate desired and valued social skills such as equity, tolerance, consideration, consistency, trust and respect. Staff will themselves be led and supported through supervisory, managerial and senior managerial grades and we expect all operational staff of all grades, unless their role is purely administrative, to spend part of every day with the prisoners. We believe that there are few more powerful messages to a prison population than daily interaction with the Director and their senior team, whose approach and values are the same as front-line staff. We also believe prisoners should also be developed as leaders, be that through captaincy of the cricket team, industrial work party charge-hand, senior chef, or classroom assistant. We expect such interactions as catering staff sitting down with their prisoner workers to discuss next the month's menus, or a classroom assistants meeting with the teachers to discuss strategies for marketing a new course.
- The self-contained town – we believe that the prison operates in essence like a small town, and contains all the functions a small town needs. The environment provides opportunities for prisoners to assist in the operation of this town and through their involvement gain marketable and transferable skills and qualifications to assist potential avenues of employment upon release. We expect to see prisoners working in catering, maintenance, sports leadership, education and training, industrial work, library and cleaning, each leading to recognised qualification
- Meritocracy – as noted, those who are seen to achieve at the prison, and gain the rewards from it must do so purely on merit, and against consistent hurdles that are

accessible to all, ensuring equality of opportunity. The height of the hurdles depends on the aptitudes of the individual prisoner, and it is the IMP that will be the governing document.

- Differentiated services – the environment of a prison does not in our view lend itself to a one-size-fits-all approach, and the blanket imposition of interventions. Such an approach is likely to be ineffective, inefficient and indeed for some offenders, counter-productive. In terms of offence, ethnicity and demographics, services and approaches will be modified in such a way as to ensure applicability to all. Differentiation will be achieved through modifying either content, or approach, or both.
- Felt fair – the meritocracy of the prison allows the concept of ‘felt fair’ to be achieved where prisoners can clearly see that their treatment is just and equitable, and founded on a shared underpinning philosophy. The demands of becoming a Responsible Prisoner are considerable, and the prison has a duty to ensure that in all its dealings with prisoners, that fairness and equity are maintained.
- Barriers to progress and stressors – the environment will recognise that, although needs will be identified, prisoners will experience stress that may impact on their behaviour and performance. Staff will remain sensitive to any behavioural changes and attempt to determine the cause and offer support. Within the prison, the environment will ensure that bullies are identified, isolated and challenged and victims supported. Many prisoners will encounter barriers to progress, usually in terms of education, and many of these barriers will have been enduring. The prison will be underpinned by education in recognition that, no matter how skilled an individual may become, he will not fulfil his potential if he is unable to operate at a functional level of literacy and numeracy. Education outreach will support offenders working in programmes, industrial workshops, vocational training and in domestic duties, using these environments as vehicles for delivery. Through a beneficial experience of education, the prisoner is far more likely to engage in lifelong learning.
- Normalised – the prison environment is by definition abnormal. However, our environment will aim to minimise this by a daily regime that as closely as possible reflects life in the community, with periods of work, rest, recreation, domestic routines, and meal times. Normalised interactions between prisoners and staff will be central to pro-social modelling with staff on occasion having ‘working lunches’ with prisoners to discuss progress, playing sports, and in the many and various work parties, working together to get the job done. We do not subscribe to overt displays of authority by staff under any but the most extreme circumstances, instead requiring our staff to use their developed inter-personal skills and verbal interactions to be the first line in ensuring security and safety.

The Offender’s Journey

Serco recognises that each offender is an individual with highly individualised needs. Two offenders of similar ages, ethnicity, and offence history may exhibit radically different drivers to their offending. The management of, for example, two violent offenders may require for one the addressing of his alcohol abuse (the violence being a symptom of this), whilst the other offended through his involvement in gangs (his violence resulting from peer pressures). Whilst an understanding of the impact of their actions on the community is necessary, each offender will benefit from different interventions as the trigger for their offending is confronted.

It is Serco's view that the offender's period in prison is one of great opportunity, too valuable to waste on inactivity or poorly thought out activities.

We view each offender arriving at Acacia Prison as needing to make a journey to a point where he is able to function in an independent, confident and law-abiding manner. But to make the journey we and the offender must know three fundamentals; where he starts, the route for the journey and its destination. The start point is identification and acceptance of his offence drivers and needs, the route is the interventions to be employed and the way-marks used to gauge progress, and the destination is the targets to be achieved and the skills and attitudes the prisoner must be in possession of upon release.

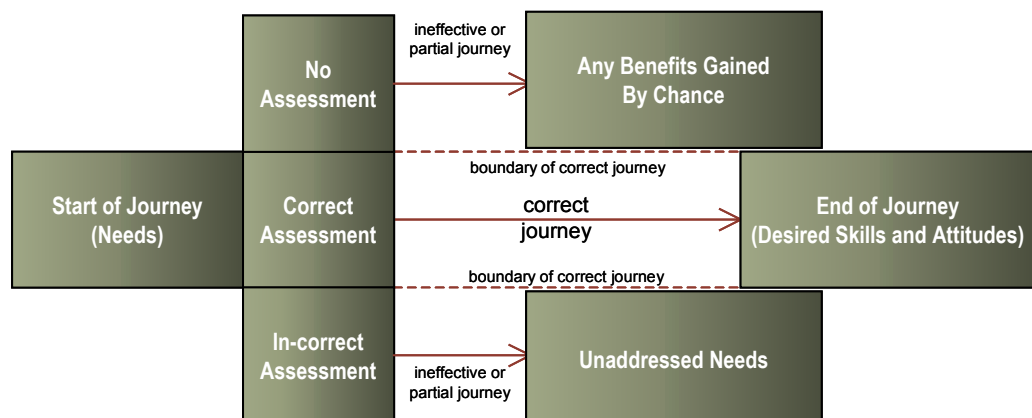
Serco will therefore expend considerable energies in the initial period of offender assessment to correctly identify needs and avoid subsequent nugatory work. A two-week Induction and Assessment on a dedicated unit will involve liaison with other prisons, external agencies, and a series of assessments. Fully described in Volume 3, these will include educational, health, offence, employment, housing and support network assessments and have as their goal the development of a comprehensive picture of the offender's needs at that point in time. These actions will form the basis of the offender's IMP.

We appreciate that it is most unlikely that we will be able to identify all needs at this point as the offender may not be a full and active participant, and hidden or subtle needs may emerge over time. This is why the IMP will be revisited during imprisonment to ensure its continuing currency.

The IMP will inform the suite of activities the offender will undertake. The first act of the Responsible Prisoner will be to agree the IMP and his Compact, and the fact that it is primarily he, with his support team from the prison, who is to remain attentive of the details of his IMP and his progress within it.

Once embarked on the journey, regular reviews of progress (and indeed if the route is the most desirable one) will take place. Serco recognises that completion of the journey will most likely take place in the community post-release and therefore the details will be passed seamlessly to our partner community agencies to continue the route.

The importance of the correct identification and assessment of need cannot be underemphasised and may be summarised thus:



Assigning Prisoners to Accommodation and Moving Between Accommodation

All prisoners entering Acacia will be housed initially for their induction on the dedicated Induction and Assessment Unit which will be located on one spur of J unit. The Induction and Assessment Unit will carry out the initial assessment and planning process and provide opportunities for prisoners to experience a series of taster-sessions in activity areas.

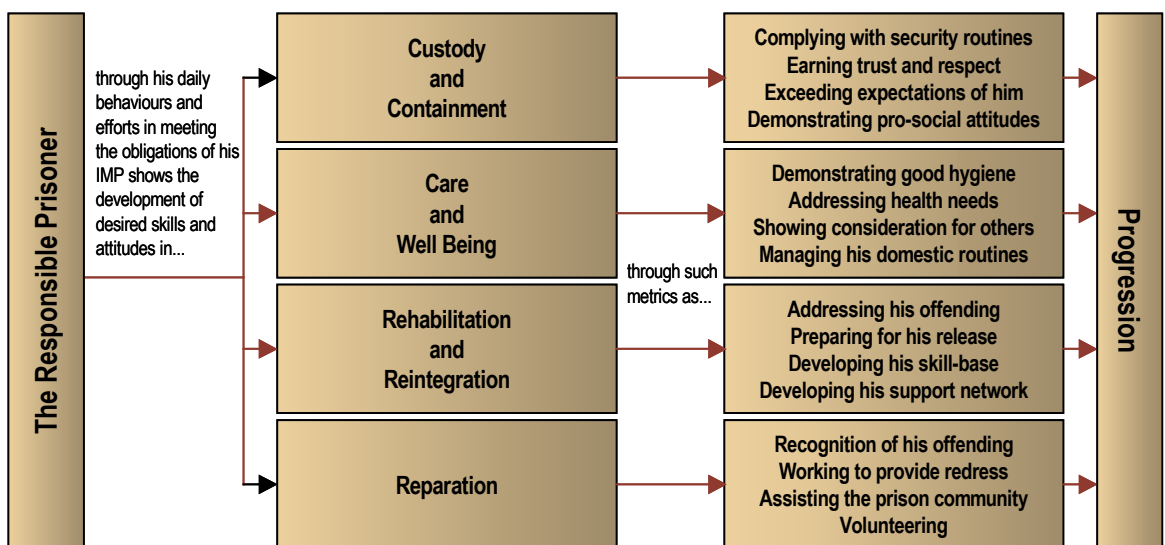
Prisoners will enter the regime at Level 2 (Standard). Serco intends to maintain the current arrangements of having accommodation units tied to regime levels. However, we believe many aspects of the prison use the term 'level', including pay, so propose to replace Levels 1, 2 and 3 with 'Basic', 'Standard', and 'Enhanced'.

Prisoners will move to other accommodation units representing Basic, Standard or Enhanced status purely on the basis of their progress in meeting the challenges in their IMP. Serco will ensure that progress will be regularly reviewed, with the prisoner being fully aware of progress to date and the next steps to be taken.

Progress within the IMP will inform and mirror the Earned Incentives and Privileges (EIP) scheme as Serco believes that compliance with prison rules is an expectation rather than a justification for reward.

In keeping with our absolute focus on the four cornerstones, we propose that progress within the IMP and hence the EIP is based on the Responsible Prisoner meeting a range of targets, and demonstrating a range of behaviours linked to the cornerstones.

The EIP will have very clearly defined benchmarks to which the Responsible Prisoner can apply himself, and just as importantly, guide him in focussing on deficiencies when he does not progress. The hurdles set will be personally achievable, so that a capable prisoner will have to demonstrate the same incremental improvements as a less able or disadvantaged prisoner:



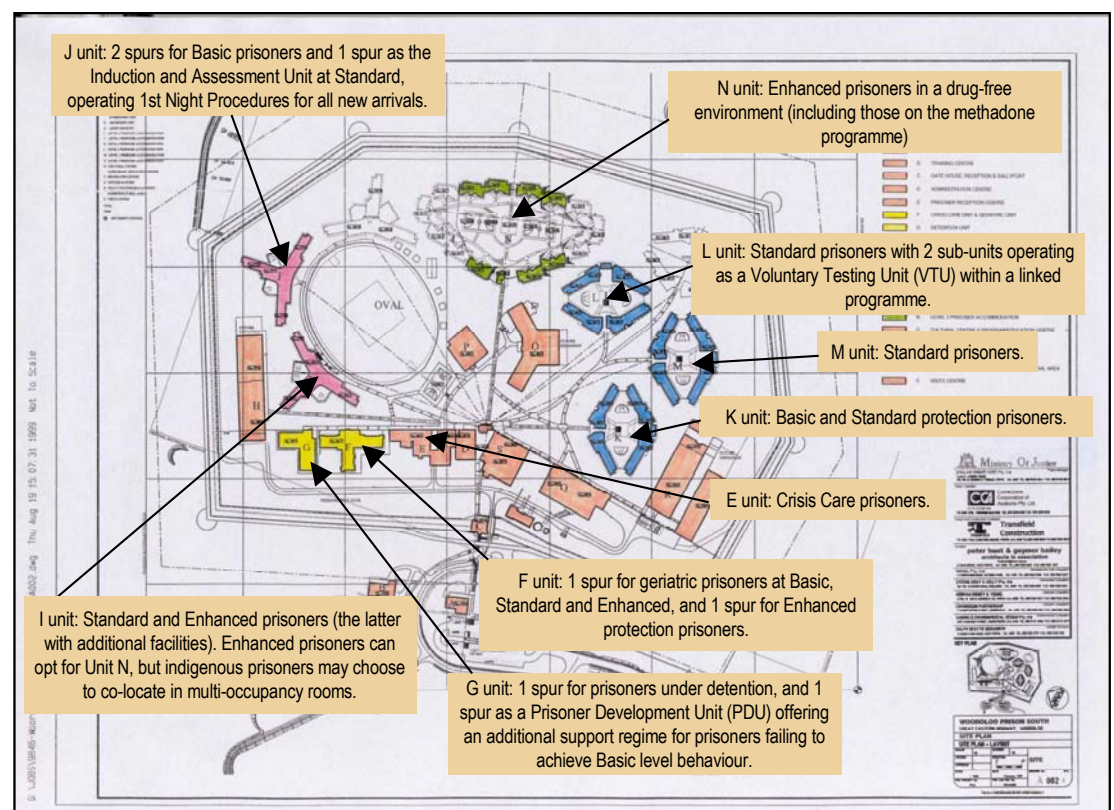
This approach ensures that the Responsible Prisoner is fully aware of the four cornerstones, and how the expectations implicit in them impact on the demands made of him. It also reinforces the efforts and actions of staff to work to the cornerstones (through the governing principles), with a direct and obvious link back to the vision.

The Responsible Prisoner therefore is recognised and rewarded on the basis of his efforts across the entirety of his prison behaviour. All boxes must be ticked before upward progression is made. This removes the potential for compliant but uncommitted offenders or for prisoners whose behaviour and attitudes do not extend to all areas to achieve high status. All areas of operations, including activities and residential, have equal weight and demand equal application from the prisoner. Progression is totally in the hands of the prisoner, ensuring equality of opportunity in a supportive and true meritocracy.

The Daily Regime and Use of the Prison

The daily operation of the prison is detailed in Care and Well Being Section 3.3 (Hours Out of Cell) where we provide a graphical representation of both the core 'Productive Day' that will govern the prison, and the 'Productive Prison' which details how and where the activity elements of the prison will be delivered, and we direct the Department to that most critical of sections.

In addition, we have provided below an illustration of the residential changes we propose to make to configure Acacia Prison to our operational philosophy and regime:



Serco intends to increase the proportion of Standard prisoners, restricting Enhanced to those exhibiting a high degree of commitment, responsibility and application, and Basic to those failing to comply with the new realities of their situation. For the few prisoners unable to maintain even Basic, a Prisoner Development Unit will engage them in an intensive and challenging programme, including team-working and 'quick-win' educational modules in an effort to return them to Basic as soon as possible.

The Induction and Assessment Unit will deliver some modules in-house, and have a dedicated staff team to manage delivery. The bulk of activity however will take place across the prison in interview, assessment, planning and taster sessions. In recognition of the vulnerability to self-harm and suicide of prisoners in the first 24 hours of arrival, 1st Night procedures will be in operation, with a high degree of observation and support.

Indigenous prisoner reaching Enhanced can opt for N unit, or stay in Enhanced groups utilising multi-occupancy cells.

For prisoners on Standard with a history of problematic drug use, a Voluntary Testing Unit will be operated, allowing those making the extremely significant and challenging move into drug-free status to be suitably monitored, supported, and of course recognised. A linked programme will support this group. Enhanced prisoners will of course be expected to be drug-free.

Serco's medium term strategy will be to move towards the management of protection prisoners in 'normal' residential settings. This will involve the use of 'I' unit for an entirely protection population (marking a reduction of some 20%) and the housing of Enhanced protection prisoners in 'N' unit. Once achieved 'F' unit would be allocated to an induction group. This development path will of course require additional facilities in appropriate areas.

Challenges Ahead

By setting this operational philosophy and regime, Serco by definition believes that it is achievable. However, we do not underestimate the scope and scale of the effort needed to achieve it. Much good work has already been done at Acacia Prison, particularly in the thought behind the design, the excellent staff-prisoner relationships at an operational level, and the frequently noted aspirations and abilities of the staff. Our solution builds upon this foundation, giving it direction, leadership, and support.

We identify however two key challenges. Recognising that the change management of the process will be well managed, well resourced, robustly supported, and pursued with vigour, the two areas where additional care must be taken are in the arenas of acceptance and timing.

Our operational philosophy and regime will require a step-change in the operation of Acacia Prison, demanding far more of prisoners and staff, but to the greater benefit of all. Serco believes however that, as change is frequently of concern to any party, key challenges may emerge requiring us to address possible reluctance and resistance to the change.

It is to be expected that an offender being expected to confront his offending and participate in a full and active day may initially be resistant, especially where he is required to operate outside his comfort zone. Although the activities will be of demonstrable benefit to the offender, clear and insistent but measured communication of the new realities is required. Serco will ensure that, through communication to the prison population, and also on an individual basis through the induction and assessment period, prisoners are informed of our and their responsibilities, and the personal advantages they bring. This process will take time to feed through, and we certainly do not propose a 'big-bang' approach. Our Transition Plan makes clear that a

phased and prudent process will occur, with Serco continually gauging progress and any threats to it.

The second challenge is timing as alluded to above. Our Transition Plan provides for four phases, the full operational solution being achieved by the first anniversary of service commencement. Serco believes that, as the changes described involve the core operational philosophy of Acacia Prison, such a period is needed to introduce, implement, bed-in, monitor, and prove the changes operationally.

Staffing Levels, Locations and Roles

Serco recognises that an appropriate complement of suitably competent staff present at required times is an absolute pre-requisite if our operational philosophy and regime is to be put into practice successfully.

In order to avoid repetition, Serco directs the Department to the following sections which detail the roles, locations and numbers of staff we have proposed:

- Human Resources Section 1.4 (Management Systems and Practices) for a definition of non-managerial roles
- Human Resources 1.5 (Organisation Structure) for a definition of managerial roles
- Human Resources 2.3 (Deployment) for staffing numbers and locations.

Validating the Operational Philosophy and Regime and Best Practice Sharing

The operational philosophy and regime will, as noted above, be phased in over an extended period of time.

Validation of the operational philosophy and regime will be through a schedule of way-marks during Phase 4 of the Transition Plan. Each way-mark will have a set of clearly defined objectives through which compliance will be measured.

The Director will, as each way-mark approaches, convene the senior management team to assess progress and rectify any deficiencies, delays, or indeed modify the detail of the operational philosophy and regime if the group deem that it is unachievable, or carries risks not previously identified.

Once the way-mark is reached, the Director, in consultation with the Department, will report to the Department and the Acacia Prison Services Contract Board on progress and any modifications in terms of timetable and/or content. The meeting will validate the report and make such recommendations and requirements as it feels fit.

Serco notes that an initial primary goal of the Department was to stimulate innovation to the benefit of the wider Western Australia correctional estate. Serco proposes that Acacia Prison forges ever closer links with the Department and its sister establishments.

To this end, we propose that members of the senior management team undertake a series of reciprocal secondments over time to other Western Australia establishments, to facilitate the interchange of operational learning and proven effective practice.

Additionally, we suggest that a schedule of thematic regime reviews be undertaken by the Department during Phase 4 of the Transition Plan to assess the impact of our operational philosophy and regime. If the Department then wished to roll-out the practice to other establishments, Serco would assist by holding seminars, briefings and training sessions for senior Department staff, and of course demonstrating service delivery on the ground.

Serco is fully committed to Acacia Prison playing a full and leading role in the Western Australia correctional estate, and look forward to collaborating with our colleagues in establishments throughout the State.

In summary, our operational philosophy and regime delivers an operating prison that meets the aspirations of the Department through application of our principles, with outcomes of demonstrable benefit to all stakeholders, and we commend it to the Department.

2.1 Environmental Management

Although not specifically called for in the Acacia Prison RfP, Serco has a very strong commitment to responsible environmental management and has taken the opportunity to provide our approach to this very important aspect of business for Acacia Prison.

Operational Philosophy

We believe that our environmentally responsible program for Acacia Prison is consistent with our proposal. At a corporate level Serco is committed to delivering the lightest footprint of its operations on the environment as is commercially possible. We think global and act local.

In terms of our corporate approach we direct the Department to:

- Serco's Environmental Policy Statement at-
http://www.serco.com/Images/A1-5-3a%20environmental%20policy_tcm3-1300.pdf
- Serco's Environmental Management Policy Standard at-
http://www.serco.com/Images/Environment_policy_standard_tcm3-8303.pdf

We see our approach to environmental management as being entirely consistent with our vision for the prison and the Department's requirement for quality accreditation using ISO 9002. The benchmark for environmental management is ISO 14001 which has commonalities with ISO 9002 allowing cross-accreditation and the placement of an environmental element in the design and delivery of sustainable operations.

We intend to start early on the path to full implementation of an Environmental Management Strategy (EMS) and will seek accreditation of our efforts by an independent third party.

Our environmental policy statement is:

'We will manage our activities, services and estate in an environmentally responsible manner, minimising our impact on the environment, and contributing to a better environment through education, awareness and practice'.

The prison has a significant impact on the wider environment as a large consumer of materials, energy, water and producer of waste.

We are committed to a reduction in environmental impact through pollution prevention, waste minimisation and energy and resource efficiency.

We will meet all relevant environmental legislative requirements. We will meet the environmental aspirations and requests of the Department.

It will be the Director and Senior Management Team's duty to ensure that staff members are informed of, and receive adequate training to enable them to understand and appreciate their environmental responsibilities as part of local action towards global thinking. Our prison operations will be delivered in an environmentally responsible manner.

We are duty bound to act in an environmentally responsible manner, and no staff member or sub-contractor shall knowingly commit any act that contravenes legislative requirements.

We intend to demonstrate our commitment in the field of environmental management by achieving and maintaining a certified ISO 14001 system.

What We Will Do

To the greatest extent practicable and prudent we will make use of the inherent relationships between ISO 9001 and ISO 14001.

We will use the fact that both approaches are systems based and that the basic elements of each system comprise:

- Policy
- identify legislative requirements for relevant activities
- objectives, targets and plans to meet them
- defined organisational responsibilities
- defined and documented standard practices
- control of critical operations
- document control (ensuring up-to-date documents are available where needed)
- training
- records system
- communications
- internal and external impacts on policy, objectives, targets and plans
- preparation for emergencies – scenario planning
- internal audits
- corrective action system

We will evaluate and review the system to ensure it is continuously current, effective, suitable, and adequate for the prison.

We accept the specific requirements of ISO 14001. In particular:

- an environmental system will include methods of evaluating environmental impacts and systems for responding to emergencies
- there are many stakeholders to be considered

Both our quality and environmental management systems will be integrated. Our approach will be to develop and maintain a comprehensive business management system, which addresses quality and environmental requirements (as well as others). This single integrated management system will be based firmly on the needs and values of the prison. Each new requirement that emerges can then be carefully considered and integrated into the existing systems framework.

The degree of integration of the component systems will be specific to the prison, and the need for a safe, secure infrastructure and a sustainable enterprise.

On the basis of our experience in these matters, we believe critical EMS elements will include:

- the planning section of ISO 14001: environmental aspects, legal and other requirements, objectives and targets, and environmental management program
- the identification of those elements of our prison activities, products, or services that interact with the environment and on which we have a degree of control or influence
- the identification of what activities are environmentally significant
- a comprehensive identification of the legislative and other requirements such as industry-specific programs or codes of practice, international agreements, and voluntary programs
- the setting of specific environmental objectives and targets that are consistent with business, financial, and operational policies
- the development and implementation of a plan to help meet each stated objective and target, including defined responsibilities and timings

The exact format of the component systems is not critical; rather the key is to build a robust business system for sustained successful commercial operations.

We will focus on:

- reducing our carbon footprint by identifying all emissions sources and introducing strategies as part of the EMS to reduce the footprint. We will consider energy saving devices/strategies, including the use of **sustainable energy sources, energy saving devices, local procurement** to reduce emissions and support the local economy, and travel plans, including **mass transport and car sharing schemes**.
- using recycling and the waste hierarchy to minimise resource use, using as many **environmentally neutral products** as possible (to reduce the need for personal protective items such as gloves, aprons overalls etc.) and waste management strategies such as careful procurement, stock control, the use of **bulk buying** and local decanting, and the **re-use of waste products** (notably paper and water) for additional uses
- protecting and supporting biodiversity through engaging with environmental groups to assess the site in its environmental context, actions to **minimise the impact of the prison on habitats**, and **selective habitat encouragement** using the prison infrastructure and activities where appropriate

In regards to the specific issue of vermin control, we will prioritise the use of non-poisonous killers to protect wild carrion feeders.

How We Will Do It

We will build on existing systems, evolving as we transition to full management of the prison using processes, strategies and behaviours that lead to ISO 9001 accreditation.

We will do what is right in managing Acacia Prison in tactical and strategic senses. We will make appropriate use of the inherent flexibility of ISO 14001 to develop practical, replicable and attractive component systems.

We will focus on effective systems, not on registration per se. Registration is confirmation from credible colleagues that we did the right thing in the right way.

We will keep the component systems simple to help our operational and administrative people reach good decisions quickly, consistently, and as easily as possible.

We will develop a plan and timetable for specific objectives, covering both achievement of our aspirations, new initiatives, and periodic maintenance of the existing systems and plan.

We will **build staff and prisoner support through training, education and habit building so that environmental awareness and responsible personal actions occur within the prison and without**, including energy efficiency and waste management activities. We will use the same broad based approach to building support from all those who we interact with, including Government agencies and community representatives. We wish the influence of Acacia Prison's approach to EMS, through leading by example, to become pervasive.

In working with Government agencies at Federal and State level we will identify opportunities for mutual support. Opportunities to **share resources**, knowledge, and processes will be exploited on both sides. This will include looking at how Acacia Prison interfaces with other prisons and investigating potential environmental improvements through sharing resource and refining the way systems operate.

There will be **recycling points** throughout the prison, and our vocational training proposals include activities that deliver **essential skills such as domestic machine renovation and repair**, increasing the life-cycle of these common products.

How We Will Assure Delivery

In due course we will seek accreditation of our EMS, based on ISO 14001, by an independent third party and thus gain explicit peer recognition and registration.

We will develop and use activity indicators and performance indicators related to the implementation and currency of the EMS plan.

We direct the Department to the following web-link which is indicative of our approach-
<http://www.hmpdoncaster.com/environment/overview.htm>

Indigenous Prisoners/Offender

Our approach to EMS is entirely consistent with the fundamental Indigenous value of respect towards the land.

We would intend that the **participation and evolutionary development of the EMS will involve Indigenous prisoners**, and gain corresponding from their unique knowledge and culture in the process.

Acacia Prison Services Agreement

Schedule 4

Schedule 4

Operation Service Requirements

Acacia Prison Services Agreement

Schedule 4

Table of Contents

1.	Custody and Containment	156
1.1	Contingency Planning and Emergency Procedures – Emergency Response Capability	156
1.2	Security – Key Control	159
1.3	Security – Prevention of Escapes	159
1.4	Security – Prison Intelligence	161
1.5	Security – Searching	162
1.6	Security – Tool Control and Management	164
1.7	Management of Prisoners – Accounting for Prisoners	165
1.8	Management of Prisoners – Escorting Prisoners Outside the Prison	165
1.9	Management of Prisoners – Earned Privileges and Incentives	166
1.10	Management of Prisoners – Management of Death in Custody	167
1.11	Management of Prisoners – Prisoner Discipline	168
1.12	Management of Prisoners – Use of Force – Instruments of Restraint and Weapons	171
2.	Care and Well-Being	172
2.1	Prison Administration - Access to the Prison and Prisoners by Authorised Visitors and Persons with Legislative Authority to Access the Prison and Prisoners	172
2.2	Prison Administration - Accommodation – multiple bed cells (Buddy cells, 2 out cells and 4 out cells)	173
2.3	Prison Administration - Authorised Absences from Prison	175
2.4	Prisoner Services - Bedding	175
2.5	Prisoner Services - Communication by Mail, Telephone and Other Acceptable Means	176
2.6	Prisoner Services - Visits and Visitor Access	178
2.7	Prisoner Services - Visitor Centre and Children's Crèche	180
2.8	Prisoner Services - Clothing	181
2.9	Prisoner Services - Food Services	182
2.10	Prisoner Services - Health Services	184
2.11	Prisoner Services - Hygiene	188
2.12	Prisoner Services - Prisoner Property	189
2.13	Prisoner Services - Recreation	191
2.14	Prisoner Management - Bullying and Intimidation	193
2.15	Prisoner Management - Cell Alarms	194
2.16	Prisoner Management - Hours out of Cell	194
2.17	Prisoner Management - Indigenous Prisoner Strategy	195
2.18	Prisoner Management - Reception of Prisoners	198
2.19	Prisoner Management - Induction	200
2.20	Prisoner Management - Management of Illicit Substances	202
2.21	Prisoner Management - Assessment and Management of Prisoners Identified as "at risk"	203
2.22	Prisoner Management - Management of Prisoners Requiring Protection (from other Prisoners)	206
2.23	Prisoner Management – Management of Prisoners Posing a Threat to other Persons	208

Acacia Prison Services Agreement

Schedule 4

2.24	Prisoner Management - Management of Special Needs Prisoners	208
2.25	Prisoner Management - Peer Support Strategy	210
2.26	Prisoner Management - Prisoner Businesses	211
2.27	Prisoner Management - Prisoner Grievances - Complaint Procedures and Prisoner Dispute Resolution	212
2.28	Prisoner Management - Privileges for Prisoners	213
2.29	Prisoner Management - Pro-Social Environment	215
2.30	Prisoner Management - Psychological Services	217
2.31	Prisoner Management - Release of Prisoners	218
2.32	Prisoner Management - Remand Prisoners	219
2.33	Prisoner Management - Separate Confinement	221
2.34	Prisoner Management - Throughcare	222
2.35	Prisoner Management - Voluntary Starvation (Hunger Strike)	223
3.	Rehabilitation and Reintegration	223
3.1	Sentence and Case Management - Addressing Offending Behaviour Through Case Management	223
3.2	Sentence and Case Management - Administration of Sentence Management Plans	224
3.3	Prisoner Programs - Education and Vocational Training	228
3.4	Prisoner Programs - Pharmacotherapy	232
3.5	Prisoner Programs - Psychological Interventions	232
3.6	Prisoner Programs - Re-entry	238
3.7	Prisoner Matters - Interpreter Services	240
3.8	Prisoner Matters - Library Services	241
3.9	Prisoner Matters - Meeting Prisoners' Religious or Spiritual Needs	242
4.	Reparation	244
4.1	Prison Industries	244
4.2	Reparation to the Community – Goods and Services	245
5.	Business Systems	246
5.1	Information Management – Access to and Management of Electronic Information	246
5.2	Information Management - Data Quality	248
5.3	Information Management – Security and Privacy	248
5.4	Information Management - Incident Reporting	249
5.5	Information Management - Records Management	250
5.6	Information Management - Prisoner Information	252
5.7	Operational Matters - Hazardous Materials Management	252
5.8	Operational Matters - Official Correspondence	253
5.9	Operational Matters - Western Australia Police	253
5.10	Operational Matters – Prison Operating Manuals	254
5.11	Operational Matters - Prison as Part of the Community	254
5.12	Operational Matters - Prisoner Computers	255
5.13	Operational Matters - Prisoner Personal Funds, Gratuities and Purchases	256
5.14	Operational Matters - Contractors Performance Management Systems	259
5.15	Operational Matters - Risk Management	259
5.16	General – Maintaining Effective Relationships With The Department	260

Acacia Prison Services Agreement

Schedule 4

5.17	General – Resources	260
5.18	General – Subcontractors	260
5.19	General – Video Conferencing	261
6.	Human Resources and Occupational Health and Safety	261
6.1	Processes - Human Resources Systems	261
6.2	Processes - Facilities and Services for External Contractors	262
6.3	Processes - Local Industrial Relations	262
6.4	Processes - Management Systems and Practices	263
6.5	Processes - Organisation Structure	263
6.6	Personnel - Recruitment	264
6.7	Personnel - Induction and Orientation	265
6.8	Personnel - Deployment	265
6.9	Personnel - Training and Development	266
6.10	Personnel - Staff Performance Management Systems	267
6.11	Personnel – interface with State	270

Acacia Prison Services Agreement

Schedule 4

1. Custody and Containment

1.1 Contingency Planning and Emergency Procedures – Emergency Response Capability

- (a) The Contractor must respond to disasters and emergencies at the Prison quickly and effectively and in accordance with the Contingency Plans developed under this section 1.1.
- (b) The Contractor must develop a counter disaster plan and a contingency emergency plan (*Contingency Plans*), at a standard agreed to by the relevant authorities including the Fire and Emergency Services Authority of Western Australia (*FESA*) and the Western Australia Police and must provide a copy of each plan to the State.
- (c) The Contingency Plans must cover Emergencies and the incidents described in paragraph (o) (*Emergencies and Incidents*).
- (d) The Contingency Plans are required to ensure that, in the event of an Emergency or Incident at the Prison:
 - (i) control of the Prison, and of Prisoners at the Prison, is maintained or quickly recovered without threat to the community;
 - (ii) counter disaster measures are quickly and effectively undertaken; and
 - (iii) routine operations at the Prison are restored as quickly as possible.
- (e) The Contingency Plans must:
 - (i) set out clear levels of responsibilities and accountability, and specify the action to be taken, in the event of an Emergency or Incident at the Prison;
 - (ii) be available to the Contract Workers who require them to manage the Emergency or Incident;
 - (iii) be subject to robust and regular testing;
 - (iv) be updated or amended in the light of experience; and
 - (v) comply with the contingency planning model used by the relevant authorities.
- (f) In developing the Contingency Plans, the Contractor must:
 - (i) liaise with Wooroloo Prison Farm Management and the Department's Special Services Branch and audit its plans and documentation to ensure compliance and full integration with the Department's incident control system;
 - (ii) meet with the relevant authorities; and
 - (iii) use its reasonable endeavours to set up a new schedule of Memoranda of Understanding between the Prison, the Western Australia Police, FESA and other authorities.

Acacia Prison Services Agreement

Schedule 4

- (g) The Contractor must ensure that the Contingency Plans form a suite of linked documents of the same format and that they are held in a secure location at the Prison. The Contractor must test the Contingency Plans on simulated and desk-top exercises against a testing schedule and must review, revise and re-issue the Contingency Plans as part of the testing process (and in response to hot and cold de-briefs following incidents in which the Contingency Plans were activated).
- (h) Each Contingency Plan must have a summary 'grab-sheet' for Contract Workers to use in responding to an Emergency or Incident. Each 'grab-sheet' must contain key actions, checks and contacts.
- (i) Where an incident may involve the activation of a combination of Contingency Plans, such as a fire which requires a full evacuation of the Prison, the correlation between these must be made clear in the detail of each Contingency Plan.
- (j) Sufficient trained and equipped Contract Workers must be available to respond promptly to Emergencies and Incidents that escalate to a level that jeopardises the safety of the community, Visitors and Contract Workers or the good order and security of the Prison. The Contractor undertakes to train sufficient numbers of Contract Workers in specialist areas, such as the use of Short Duration Breathing Apparatus, to ensure it has an effective on-site response capability able to independently manage any Emergency or Incident at the Prison:
 - (i) without the need for external aid where the Emergency or Incident is resolved within 24 hours after it commenced; and
 - (ii) without the need for external aid except in the most extreme circumstances where the Emergency or Incident is resolved more than 24 hours after it commenced.

The Contractor must seek this training from the Department's Emergency Support Group.

- (k) In the event of an Emergency or Incident the Contingency Plans must provide for additional Contract Workers to be available to enable the quick activation of an emergency response team. Where necessary, the Contractor must operate a 'call-in' system to support Contract Workers already in the Prison to deal with and resolve Emergencies and Incidents without the need for external aid except as described in paragraph (j).
- (l) All Contract Workers must be trained and resourced to respond to serious incidents within the Prison. The Contractor must ensure that Contract Workers are identified for First Response Duties when they come on shift. If an incident occurs during the time they are on duty, the Master Control must pass a standard message over the radio net and the designated Contract Workers will respond.
- (m) The Contractor must develop and implement procedures to ensure that Emergencies and Incidents involving the Prison or Prisoners are isolated, contained and managed to minimise risk to the community, to prevent death or serious injury to any person (including Contract Workers, Prisoners and Visitors) and to protect property.

Acacia Prison Services Agreement

Schedule 4

- (n) The Contractor must develop and implement an appropriate evacuation plan, consisting of staged evacuation plans of both internal and external natures, as part of the emergency planning for the Prison.
- (o) Response teams must be in place to respond to Emergencies and incidents including:
 - (i) bomb threats;
 - (ii) fire (including fire requiring a Short Duration Breathing Apparatus response);
 - (iii) emergencies of nature – floods, earthquakes, etc.;
 - (iv) riots and loss of control;
 - (v) evacuations;
 - (vi) Escapes;
 - (vii) food borne illnesses or infectious diseases that may be passed on to Prisoners, Contract Workers and other persons at the Prison;
 - (viii) loss of power or water supplies;
 - (ix) loss of catering facility;
 - (x) hostage situations;
 - (xi) key/lock compromise; and
 - (xii) loss of tools.
- (p) In keeping with the first principle of incident management, secure containment must be a primary focus of the Contractor's strategy. To ensure that the Contractor can achieve this, it must, as soon as practicable after the Commencement Date, review the locking schedule within the Prison to verify that the Prison can be effectively zoned in the event of an incident. If the Contractor considers that enhancements are necessary to provide a more secure line, for instance in the unlikely event of a moving hostage scenario, the Contractor must liaise with the State and propose changes for the State's consideration and approval.
- (q) The Contractor must ensure that Contingency Plans act as an aide memoir to the Contractor's Incident Commander and detail the process for requesting assistance from the Department's Emergency Support Group where necessary.
- (r) The Contractor must ensure that Contract Workers, government departments, FESA and other relevant authorities, services, organisations and persons required to retain copies of the Contingency Plans are familiar with the elements of the Contingency Plans which are relevant to them and the required outcomes of the Contingency Plans.
- (s) The Contractor must ensure that all holders of Contingency Plans are aware of the sensitivity of the Contingency Plans and that the Contingency Plans should be secured (but available) when not in use.

Acacia Prison Services Agreement

Schedule 4

- (t) The Contractor must comply with Policy Directive 27 (Procedures Following an Escape), Policy Directive 33 (Major Prison Disturbance), Operational Instruction 9 (Emergency Management (Counter Disaster Contingency Planning), and all other Legislative Requirements applicable to the development and performance of emergency procedures in respect of the Prison.
- (u) The Contractor must ensure that its emergency response capability is integrated with that of Wooroloo Prison management and the Department's incident control system.

1.2 Security – Key Control

- (a) The Contractor must maintain, at all times:
 - (i) all keys and locks at the Prison in good working order;
 - (ii) any electronic locking device at the Prison in good working order; and
 - (iii) a register of lock and key combinations at the Prison.
- (b) The Contractor must control the availability, storage, issue, use and retrieval of keys, security access cards, codes and locking devices and maintain secure records of key and lock relationships.
- (c) In order to comply with its obligations under paragraph (b), the Contractor must develop and implement systems to ensure all keys, security access cards and other locking devices for the Prison are kept secure, controlled, monitored and accounted for at all times.
- (d) The Contractor must comply with all applicable Legislative Requirements regarding the maintenance and use of keys, locks, security access cards and other locking devices at the Prison.
- (e) If any key, security access card or other locking device for the Prison is lost, damaged or destroyed or requires replacement or reprogramming, the Contractor must immediately notify the State and indemnify the State for any Loss incurred by the State as a result of that loss, damage, destruction, replacement or reprogramming where such loss relates to the Prison and its property.

1.3 Security – Prevention of Escapes

- (a) The Contractor acknowledges that as a provider of Prison services to the State its primary responsibility is to ensure the protection of the community through the elimination of the risk of Escapes. The Contractor acknowledges that there can be no compromise on security. While the Contractor is committed to providing Prisoners at the Prison with an innovative and progressive regime, the Contractor acknowledges that this must be done without reducing the surety that robust security procedures confer.
- (b) The Contractor must establish, manage and monitor a fully integrated security system (consisting of rules, policies, procedures and Contract Worker training, as well as electronic early detection and physical barriers) which ensures the 24-hour security of the Prison and prevents Escapes from the Prison.

Acacia Prison Services Agreement

Schedule 4

- (c) The rules, policies, and procedures referred to in paragraph (b) must be incorporated in the Prison Operating Manual dealing with security and address the following:
 - (i) accounting for the whereabouts of each Prisoner and reporting the total number of Prisoners at the Prison to the State at prescribed intervals via TOMS;
 - (ii) perimeter and Prison gate security measures, through operation and control of access points to the Prison, including procedures and conditions of entry to the Prison and a system of identification of persons entering the Prison;
 - (iii) security systems and procedures to deter, prevent and detect Escapes;
 - (iv) movement control of Prisoners and groups of Prisoners at the Prison;
 - (v) mechanisms for separation of Prisoner groups and activities;
 - (vi) searches of Prisoners and other persons in accordance with section 1.5;
 - (vii) effective and speedy responses from Contract Workers to intercept Prisoners attempting an Escape;
 - (viii) procedures for the immediate notification of the Western Australia Police in the event of an Escape;
 - (ix) procedures for the notification to the State in accordance with clause 13.1 of an Escape or other Notifiable Incident; and
 - (x) the system for the recording and encrypted reporting of any intelligence information on matters which could compromise the good order and control of the Prison and the Western Australia prison system as a whole or constitute a threat to the safety of the community.
- (d) As soon as practicable after the Commencement Date, the Contractor must carry out a detailed review of the security system at the Prison and submit to the State recommendations for the development and implementation of improvements to the security system. As part of this process the Contractor must evaluate the benefits new technologies may bring and provide a costed proposal to the State where the Contractor considers these are desirable and/or necessary.
- (e) The rules, policies, procedures and Contract Worker training comprising the security system must underscore the primacy of preventing Escapes.
- (f) The Contractor must prevent Escapes through:
 - (i) the use of intelligence and record keeping;
 - (ii) the monitoring of Prisoners who may plan an Escape or who have previously Escaped; and
 - (iii) the conduct of security checks of the physical aspects of the Prison and assessment of the integrity of bars, locks, perimeter warning systems and alarm systems.

Acacia Prison Services Agreement

Schedule 4

- (g) The Contractor must ensure that each Contract Worker is trained to understand and perform his or her duties in accordance with the rules, policies and procedures relating to security contained in the Prison Operating Manuals.
- (h) The Contractor must include in the security system a security intelligence function which will act as a coordination hub and analysis service for all security related matters to maximise intelligence-led prevention of Escapes.
- (i) The Contractor's management and operation of the security system at the Prison must place particular emphasis on the identification and monitoring of high-risk Prisoners who indicate a propensity to attempt Escapes or whose Escape would pose a serious threat to the community.
- (j) The Contractor must work openly and collaboratively with relevant authorities, including Western Australia Police and the Department's intelligence section and ensure that they are involved appropriately in the management and operation of the security system at the Prison.
- (k) The Contractor must comply with Operational Instruction 3 (Security and Control), Operational Instruction 17 (Searches of Department of Justice Personnel and Service Providers), Operational Instruction 18 (Searches of People Other Than Those Covered in Operational Instruction 17, Seeking to Enter a Prison), Policy Directive 26 (Searches), Policy Directive 27 (Procedures following an Escape), Policy Directive 28 (Prisoner Escorts), Policy Directive 41 (Reporting of Incidents & Other Matters), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the prevention of Escapes.

1.4 Security – Prison Intelligence

- (a) The Contractor must develop and implement an intelligence system as part of the security framework for the Prison to gather, record, process and disseminate intelligence and information on matters that may compromise the safety and good order of the Prison and/or the West Australian prison system.
- (b) The Contractor must ensure that:
 - (i) the intelligence system is linked to the Department's intelligence section and provides for liaison with the Western Australia Police; and
 - (ii) all intelligence and information on matters that may compromise the safety and good order of the Prison, the West Australian prison system or the wider community is recorded and reported to the State in a manner and format that is consistent and compatible with the Department's intelligence network and procedural requirements as notified to the Contractor from time to time.
- (c) In order to comply with its obligations under paragraph (b), the Contractor must liaise with the Department's intelligence section to ensure the Contractor employs systems which offer an effective link to the intelligence section. In keeping with this commitment the Contractor must, at the Department's discretion, update data

Acacia Prison Services Agreement

Schedule 4

to the Department's intelligence section daily or as frequently as the Department may determine necessary.

- (d) The Contractor must ensure that the operation of the intelligence system is overseen by the Contractor's Intelligence Unit which will form part of an integrated security department and, as such, will be under the management control of the Contractor's Security Manager.
- (e) The Contractor must ensure that all information gathered is treated as confidential and that all information of relevance is communicated to the State.
- (f) The Contractor's intelligence system must provide a tool for the collection and collation of data, but just as importantly, the analysis of the data so that appropriate conclusions are drawn and any risk of compromising the safety and good order of the Prison, the West Australian prison system and the whole community is either avoided or mitigated.
- (g) The Contractor must comply with Policy Directive 35 (Custodial Business Processes (TOMS)) and all other applicable Legislative Requirements regarding the development and operation of the Prison intelligence system.

1.5 Security – Searching

- (a) The Contractor must establish comprehensive, robust, professional and effective systems and procedures to detect and confiscate articles that may pose a threat to the security of the Prison and the safety of persons at the Prison, or that may be used in an Escape, and document those systems and procedures in the Prison Operating Manuals.
- (b) The Contractor acknowledges that a safe and secure environment is achieved through an effective system of searching the Prison and all Prisoners, Contract Workers and Visitors (other than staff of the Office of The Inspector of Custodial Services who may not be searched) and their property.
- (c) The Contractor must conduct extensive searching of cells at the Prison, the Prison grounds and other areas of the Prison and of Prisoners, Contract Workers and Visitors and their property in accordance with applicable Legislative Requirements.
- (d)
 - (i) Searching methods utilised by the Contractor must include, as a minimum:
 - (A) strip searching;
 - (B) rub down or pat down searching;
 - (C) electronic searching;
 - (D) x-ray examination of property; and
 - (E) Prison dogs.
 - (ii) Officers of the Western Australia Police must carry out all strip searches of Contract Workers.
- (e) The Contractor must ensure that Contract Workers involved in searching are provided with the appropriate equipment and training to ensure that correct

Acacia Prison Services Agreement

Schedule 4

searching techniques are employed and items found are recorded, stored and transferred in such a manner as to ensure continuity of evidence.

- (f) The Contractor acknowledges that searching is a stressful and invasive procedure for Prisoners and must ensure that any Prisoner who is searched is fully informed of the search before it is performed and of the reasons for the search. The Contractor must work with the Prisoner to complete the search with minimum impact on him.
- (g) The Contractor must display at the Prison gate sections of the Prisons Act and the Prisons Regulations relevant to the conduct of searches and a copy of any delegation made in respect of the Prison under section 51 of the Prisons Act. As a delegation under section 51 is the statutory instrument which gives a Contract Worker the authority to search a Prisoner, the Contractor must retain copies of any such delegation at the Prison gate and make the copies available to anyone on request.
- (h) At all times the Contractor's primary aim must be to prevent the entry into the Prison of items considered to be of potential or actual threat including:
 - (i) any article that could be used to aid an Escape;
 - (ii) drugs of any form;
 - (iii) hoarded medication;
 - (iv) petrol;
 - (v) solvent based glues;
 - (vi) alcohol – brewed;
 - (vii) alcohol – in pens or other items;
 - (viii) syringes;
 - (ix) smoking implements;
 - (x) weapons;
 - (xi) computer hardware and software that has not been approved;
 - (xii) personal property that has not been approved; and
 - (xiii) telephones or other communication devices.
- (i) The systems and procedures established by the Contractor must be designed to reduce the risk of:
 - (i) possession of any unauthorized article;
 - (ii) harm to the public, Prisoners or Contract Workers;
 - (iii) damage to property; and
 - (iv) Escape or assisting an Escape.
- (j) The Contractor must ensure that searching is only carried out by Contract Workers who have received training in searching techniques and protocols and that no Prisoner is stripped or searched in the sight of another Prisoner or in the sight of a

Acacia Prison Services Agreement

Schedule 4

Contract Worker or other person not of the same sex as the Prisoner. The Contractor must ensure that all Prisoners are searched on reception at the Prison and subsequently as the State or Contractor may require.

- (k) At a minimum the Contractor must search each area of the Prison as follows:
 - (i) Cell Fabric Check – cells will be subject to a cell security check at least weekly.
 - (ii) Full Cell Search – 15% of cells will be searched weekly in accordance with the approved search matrix. This search must include a strip search of the Prisoner occupying each cell nominated for searching together with a full search of the cell using a hand held metal detector, firstly on the Prisoner and then to check items which might be used to conceal a metal object, such as training shoes. Where the Contract Workers conducting the search have any doubt regarding an item they must remove the item and have it x-rayed.
 - (iii) Search of Common Areas – although these areas are under the overall direction and control of a nominated Contract Worker they must be subject to a searching programme as directed by the Contractor's Security Manager involving each common area being searched at least once every three months.
- (l) As soon as reasonably practicable after the Commencement Date, the Contractor must examine the search matrix and Prison Operating Manuals on searching in place immediately before the Commencement Date to consider whether modifications would be beneficial. The Contractor must submit any proposed modifications to the State for its comment and approval prior to implementation.
- (m) The Contractor must record the conduct of searches on TOMS and ensure that, prior to carrying out searches, Contract Workers have received, as part of their searching training, guidance on occupational health and safety issues, particularly the threat posed by sharps and Prisoners concealing weapons.
- (n) The Contractor must comply with Operational Instruction 3 (Security and Control), Operational Instruction 17 (Searches of Department of Justice Personnel and Service Providers), Operational Instruction 18 (Searches of People Other Than Those Covered in Operational Instruction 17, Seeking to Enter a Prison), Policy Directive 26 (Searches), the Prisons Act and all other Legislative Requirements applicable to searching.

1.6 Security – Tool Control and Management

- (a) The Contractor must ensure that the issue and retrieval of tools are recorded in a register.
- (b) As soon as reasonably practicable after the Commencement Date, the Contractor must examine Prison Operating Manuals relating to tool control to consider whether modifications would be beneficial. The Contractor must submit any

Acacia Prison Services Agreement

Schedule 4

proposed modifications to the State for its comment and approval prior to implementation.

1.7 Management of Prisoners – Accounting for Prisoners

- (a) The Contractor must develop systems at the Prison which complement the security system developed pursuant to section 1.3 to ensure that for formal counts, at approved times each day, all Prisoners at the Prison are identified and accounted for by sighting the Prisoner and ensuring that he is alive and well, identifying him and recording his location at each approved time during the day before the count is called correct.
- (b) The Contractor must ensure that systems are in place to control and record the movement of Prisoners in order to ensure the accurate location of all Prisoners.
- (c) The system must enable the Contractor to rapidly gain confirmation of the continued presence of all the Prisoners within the secure perimeter of the Prison and, subsequently, the location of each Prisoner and to effectively control the movement of Prisoners within the secure perimeter of the Prison. These goals must be achieved without undue restrictions on the regime of the Prison.
- (d) The Contractor must include rules, policies and procedures associated with accounting for Prisoners in the Prison Operating Manuals relating to security.
- (e) These rules, policies and procedures must involve visual confirmation of each and every Prisoner's presence at determinate times throughout every 24 hours. These security milestones must be augmented by real-time running checks between these periods. The roll-check milestones must be Prison-wide, the intervening checks area-specific and 100% Prisoner presence must be achieved by collation of all areas and correlation with the universal tally.
- (f) The Contractor must comply with any reporting requirements that the State may set from time to time and, as a minimum, must comply with the provision of data to the Department's Prisoner count recording system as used on TOMS.
- (g) The Contractor must comply with Operational Instruction 13 (Security and Control), Policy Directive 27 (Procedures following an Escape), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the control and recording of Prisoner movement around the Prison.

1.8 Management of Prisoners – Escorting Prisoners Outside the Prison

- (a) The Contractor acknowledges that it may be required to escort Prisoners to external sites. This includes:
 - (i) the escort of Prisoners during emergencies in accordance with the Contractor's evacuation plan developed pursuant to section 1.1; and
 - (ii) the escort of any Prisoner to an external site until relieved.
- (b) The Contractor must ensure that transfers of Prisoners from the custody of the Contractor to a third party are effected in a secure, safe, efficient and consistent manner.

Acacia Prison Services Agreement

Schedule 4

- (c) The Contractor must provide effective training to Contract Workers to enable them to perform Prisoner escort duties external to the Prison in emergency situations securely and safely.
- (d) In addition to the core skills necessary to be a Contract Worker performing Custodial Functions, the Contractor's managers and officers must be trained in operational security risk assessment which is of critical importance in performing Prisoner escort duties.
- (e) The Contractor must implement procedures which ensure that the risk of a Prisoner escaping while being escorted by the Contractor outside the Prison is minimised.
- (f) The Contractor must ensure that Contract Workers maintain high standards of appearance and conduct themselves professionally when escorting Prisoners outside the Prison and they are aware that they have an ambassadorial role to perform for the Contractor and the State when outside the Prison.
- (g) The Contractor must comply with Policy Directive 28 (Prisoner Escorts), Policy Directive 44 (Escorting of Pregnant Prisoners), Policy Directive 50 (High Security Escort Procedures) and all other Legislative Requirements applicable to the escort of Prisoners outside the Prison.

1.9 Management of Prisoners – Earned Privileges and Incentives

- (a) The Contractor must ensure that Prisoners at the Prison are managed fairly and equitably using a hierarchical management system, comprising levels of supervision specified in applicable Legislative Requirements, that empowers Prisoners to perform to a level that is rewarded with additional privileges.
- (b) The Contractor must:
 - (i) detail what privileges are associated with each level of the hierarchical management system;
 - (ii) detail how Prisoners progress and regress through the levels;
 - (iii) detail how many Prisoners can be accommodated at each level;
 - (iv) detail the compliance of the process with all applicable Legislative Requirements; and
 - (v) provide an auditable process for progression and regression through each level.
- (c) The Contractor acknowledges that, upon his arrival at the Prison, a Prisoner is presupposed to be of an acceptable level of behaviour and will enter at the median level of the hierarchal management system. Remand Prisoners have certain rights under applicable Legislative Requirements.
- (d) The Contractor may continue the link between an increased earned privileges and incentives scheme (*EPI Scheme*) level and a decreased level of supervision but:

Acacia Prison Services Agreement

Schedule 4

- (i) must be alert to Prisoners attempting to gain a lower level of supervision as a key motivation rather than as a consequence of progression in behaviour; and
 - (ii) must ensure that Prisoners who have poor basic skills, self-advocacy or independent (self-care) living skills are not exempt from progression and are supported by Contract Workers and consideration be given to those Prisoners being placed in locations where other high-achieving Prisoners can offer peer support to ensure that these deficiencies do not reduce their access to progression through the EPI Scheme.
- (e) The Contractor must document the EPI Scheme in the Prison Operating Manuals.
- (f) The Contractor must operate three levels of the EPI Scheme, being Basic, Standard, and Enhanced, and must ensure that:
- (i) the appeals process is simple and accessible and a response is delivered to each complainant speedily and with reasons;
 - (ii) accommodation is linked to the EPI Scheme levels and systems are functioning which enable a reduction of the percentage of Basic level Prisoners at the Prison and an increase in the number of Standard level Prisoners from the ratios provided to the Contractor during the Request for Proposal stage; and
 - (iii) all substantive changes to a Prisoner's routine and disciplinary issues are recorded on the Departmental System.
- (g) The Contractor must comply with Policy Directive 3 (Hierarchy of Management (Privilege) Regimes and Close Supervision), Operational Instruction 1 (Hierarchical Management of Prisoners), Director General's Rule 3 (Privileges) and all other Legislative Requirements applicable to the EPI Scheme.

1.10 Management of Prisoners – Management of Death in Custody

- (a) The Contractor must ensure that systems, procedures and practices are in place to ensure the safety of Prisoners in its care and that Contract Workers work tirelessly towards preventing Prisoner deaths. Should a Prisoner death occur, the Contractor must comply with the processes which the Department has implemented to deal with such an eventuality.
- (b) In the event of a Prisoner death, the Contractor must carry out a full investigation. This investigation will focus on the application of the Contractor's processes and procedures and the actions of Contract Workers. The investigation must be conducted thoroughly but with due emphasis on reaching a timely conclusion. On completion the Contractor must provide a copy of the report of the investigation to the Contract Manager.
- (c) The Contractor's internal investigation described in paragraph (c) is a separate and additional process from the requirement for an independent and timely audit of all matters surrounding a Prisoner death conducted by a person appointed by the Department.

Acacia Prison Services Agreement

Schedule 4

- (d) The Contractor must ensure that Contract Workers dealing with a Prisoner death are de-briefed and offered any necessary support by the Contractor and are referred to a post trauma management provider.
- (e) In the event of a Prisoner death, the Contractor must ensure that all legal, religious, cultural and spiritual requirements of the Prisoner are met and that appropriate support and assistance is offered to the deceased's family and other Prisoners.
- (f) The Contractor must comply with Policy Directive 30 and all other applicable Legislative Requirements in relation to all Prisoner deaths.

1.11 Management of Prisoners – Prisoner Discipline

- (a) The Contractor must ensure equity and discipline amongst, and the security of, the Prisoners at the Prison in accordance with applicable Legislative Requirements.
- (b) The Contractor must ensure that it implements an equitable regime at the Prison in which all Prisoners are safe from intimidation from other Prisoners and in which disciplinary procedures are firm but fair.
- (c) The Contractor must develop and implement systems which:
 - (i) ensure that, where Prisoners at the Prison break rules, transparent processes are in place regarding the imposition and management of sanctions such as losses of privileges and, on occasion, escalation to formal charging of Prisoners in accordance with the Prisons Act;
 - (ii) encourage Contract Workers to exercise discretion in the imposition and management of sanctions but are intolerant of informal punishment; and
 - (iii) ensure that Prisoner disciplinary procedures are carried out in a timely and consistent manner, in accordance with applicable Legislative Requirements and the Department's policies and procedures as notified to the Contractor from time to time.
- (d) The Contractor must:
 - (i) implement a graduated formal disciplinary process at the Prison in accordance with applicable Legislative Requirements;
 - (ii) communicate and explain the disciplinary process to Prisoners at the Prison during their induction and when charged;
 - (iii) inform Prisoners at the Prison of the procedures for making complaints about disciplinary action to the Ombudsman;
 - (iv) ensure all disciplinary matters are reported on TOMS and dealt with as soon as possible after each incident;
 - (v) ensure that any charge for a prison offence, as defined in the Prisons Act, is laid in accordance with section 71 of the Prisons Act by Contract Workers who have the necessary authorisation; and

Acacia Prison Services Agreement

Schedule 4

- (vi) implement sanctions or penalties imposed in accordance with Part VII of the Prisons Act for any prison offence committed by a Prisoner at the Prison.
- (e) In addition to the requirements in section 2.33, the Contractor must ensure that separate confinement in a disciplinary management cell or confinement in the Prisoner's sleeping quarters is:
 - (i) only imposed on a Prisoner at the Prison as a result of the imposition of penalties in accordance with Part VII of the Prisons Act;
 - (ii) managed under the least restrictive conditions consistent with the reasons for the placement; and
 - (iii) structured to provide a minimum of 1 hour's exercise out of cell per day.
- (f) Contract Workers who manage Prisoners undergoing separate confinement must be appropriately trained.
- (g) The Contractor must liaise with other prisons to facilitate the management of transfers to and from the Prison.
- (h) The Contractor must use its reasonable endeavours to create an environment within the Prison in which achievement is encouraged, supported and recognised, and poor behaviour discouraged, challenged and stopped.
- (i) The Contractor must develop a positive and interactive community environment within the Prison, which is underpinned by a transparent EPI Scheme. The Contractor must operate a differentiated regime which recognises each Prisoner's efforts to meet the challenges contained in his IMP and provide a regime which engages each Prisoner on a number of levels to reduce the need to resort to formal disciplinary procedures.
- (j) The systems implemented by the Contractor pursuant to this section 1.11 must comprise a number of separate but important elements of what will effectively be a holistic approach to maintaining Prisoner discipline, with the elements working in a synergistic way, where the whole is greater than the sum of the parts. The elements which comprise the systems must include:
 - (i) a properly differentiated EPI Scheme as described in section 1.9 which recognises each Prisoner's response and contribution to the community model within the Prison and to addressing the issues identified in his IMP. The Contractor will offer each Prisoner the opportunity to gain more privileges linked to a regime level in recognition of his positive contribution in accordance with applicable Legislative Requirements and must ensure that the formal disciplinary procedure is used as a measure of last resort;
 - (ii) the creation of the Prisoners Information and Activities Committee (**PIAC**) which provides a forum for Prisoner representatives to bring issues to the attention of the Contractor's management team, while acting as a reliable conduit for the dissemination of information. This forum will effectively

Acacia Prison Services Agreement

Schedule 4

enfranchise the Prisoners and give them a voice, while providing the Contractor's management team with a weekly audit check on the mood of the Prisoner population and an insight into what are the 'current issues';

- (iii) providing comprehensive healthcare services, including mental health support. This area is often a flash-point within a custodial environment, but when the delivery of service is effective and seamless it becomes a support to the pro-social environment sought to be created;
 - (iv) managing anti-social behaviour by applying proven anti-bullying strategies. This protects the victim and challenges the perpetrator, allowing the Contractor to deal with this type of behaviour at the earliest opportunity and in a coordinated way by linking in to the EPI Scheme rather than through retrospective use of the disciplinary system;
 - (v) a zero tolerance approach to illicit drug use and all associated behaviours. Drugs and drug-use are a pernicious influence in the Prison.
- (k) The Contractor must provide a full "out of cell" activities programme, which engages each Prisoner and encourages his interaction with Contract Workers. This must be a central element of the Contractor's approach and a pre-requisite if the Responsible Prisoner is to demonstrate his responsibility. The programme must be sufficiently diverse to enable each Prisoner to be engaged and stimulated and to offer support to assist him to address his offending behaviour and to prepare for a return to the community as a law abiding member of society.
- (l) The Contractor must implement a regime of Prisoner discipline in accordance with the belief that if the Prisoners are held in a stimulating interactive community they are unlikely to be inclined to inappropriate activities and corresponding disciplinary procedures. Similarly, if the Prisoners are treated with respect and decency in an environment where strong relationships are cultivated between Contract Workers and Prisoners, confrontation is far less likely to occur and, when it does, it is more able to be resolved. Where problems do occur the Contractor must deal with them in an openly transparent way with the intention of achieving positive outcomes from potentially negative situations.
- (m) The Contractor acknowledges that there are two levels of sanction which may be used to manage prison offences. The first involves the removal of a privilege from a Prisoner through the EPI Scheme, while the second involves the charging of a Prisoner in accordance with the Prisons Act and any subsequent management action which may ensue.
- (n) If a Prisoner commits a serious offence at the Prison, which is not covered by the Prisons Act (for example, sexual assault, conspiracy to pervert the course of justice, or the supply of drugs in trafficable amounts) the Contractor must comply with the requirement to notify the Western Australia Police to enable them to investigate the matter.
- (o) The Contractor acknowledges that the adjudication of disciplinary offences is performed in accordance with Part 7 of the Prisons Act and, while the Contractor is

Acacia Prison Services Agreement

Schedule 4

not authorised to perform that adjudication, it must implement sanctions and penalties decided by that adjudication.

- (p) To ensure that the requirements regarding Prisoner discipline in this section 1.11 are satisfied, the Contractor must ensure that Contract Workers managing Prisoners who are separated from the main Prisoner population are appropriately trained. Such Contract Workers must receive, in addition to the training given to Contract Workers performing Custodial Functions, training in:
- (i) de-escalation techniques;
 - (ii) 'counter control' and 'conditioning' techniques;
 - (iii) group-work and counselling skills;
 - (iv) documentation and reporting requirements of the adjudication process including maintenance of TOMS;
 - (v) the officer's role as the prosecutor in the adjudication process; and
 - (vi) the cognitive approach to problem solving.
- (q) The Contractor acknowledges that, separate from the formal disciplinary process but nevertheless still important to the good order of the Prison is the need to occasionally remove a Prisoner from a situation or to split up a group of Prisoners. Therefore, the Contractor must develop an effective liaison network with other West Australian prisons to facilitate the management of transfers to and from the Prison.
- (r) The Contractor must comply with Operational Instruction 1 (Hierarchal Prisoner Management Procedures), Operational Instruction 12 (Management of Prisoners' Money), Policy Directive 1 (Section 43 Placement), Policy Directive 3 (Hierarchy of Management (Privilege) Regimes and Close Supervision), Director General's Rule 1 (Management of Prisoners in Confinement), Director General's Rule 3 (Privileges), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the management of Prisoner discipline.

1.12 Management of Prisoners – Use of Force – Instruments of Restraint and Weapons

- (a) The Contractor must ensure that force and instruments of restraint are used only in accordance with clause 9.7.
- (b) Subject to obtaining the prior approval of the State, the Contractor may use a system of Control and Restraint (*C&R*) techniques for the management of violent or refractory Prisoners, where all other methods have been tried and have failed. The Contractor must ensure that violent and refractory Prisoners are managed in a professional manner and C&R techniques are used only in accordance with clause 9.7. The Contractor must provide training to Contract Workers to enable them to realise that, by using the correct techniques in a controlled manner when dealing with dangerous situations, they will reflect credit on themselves, the State and the Contractor. The Contractor must ensure that the C&R techniques are used with skill, professionalism and care for the Prisoner in order to ensure that, when the dust has settled after an incident, the Prisoner and the Contract Workers who

Acacia Prison Services Agreement

Schedule 4

restrained him are able to return to previous cordial relations without lingering animosity as to the incident.

- (c) The Contractor's procedures and training for the use of force by Contract Workers must comply with the requirements in clause 9.7 and ensure that each Contract Worker who may have to restrain a Prisoner in the course of his or her duty understands and complies with these requirements. The training provided to Contract Workers regarding the use of force must cover the circumstances in which force and instruments of restraint may be used, the process by which all other options must be exhausted first, the approved technique and equipment, the associated obligations of care, reporting requirements and related actions.
- (d) Where force is used, the officer must report the fact through authorised channels to the Contractor's Director or Duty Director and provision will be made by the Head of Operations (or equivalent) to provide the Prisoner with a medical examination.
- (e) The Contractor must ensure that, using evidence from live incidents and hot-debriefs, Contract Workers involved in incidents continually correlate their decisions to use force against mandated standards. The Contractor must ensure that the reporting of any incident of the use of force is subject to review and, as part of the reporting process, all Contract Workers involved analyse and validate their decision to intervene through the application of force.
- (f) The Contractor must comply with Operational Instruction 3 (Security and Control), Operational Instruction 17 (Searches of Department of Justice Personnel and Service Providers), Operational Instruction 18 (Searches of People Other Than Those Covered in Operational Instruction 17), the Prisons Act and all other Legislative Requirements applicable to the use of force.

2. Care and Well-being

2.1 Prison Administration - Access to the Prison and Prisoners by Authorised Visitors and Persons with Legislative Authority to Access the Prison and Prisoners

- (a) The Contractor must ensure that:
 - (i) representatives of external agencies specified in applicable Legislative Requirements or by the State are able to visit the Prison and the Prisoners and Contract Workers;
 - (ii) a suitable area is available for such representatives to interview Prisoners and Contract Workers;
 - (iii) independent prison visitors, as defined in the Prisons Act, are given unfettered access to the Prison, Prisoners and Contract Workers and they, and their property, are not searched; and
 - (iv) the Contractor de-briefs independent Prison visitors at the completion of their inspection and responds to, and undertakes action planning to address, any issues raised subject to the agreement of the State.

Acacia Prison Services Agreement

Schedule 4

- (b) If the Contractor does not grant access to the Prison, a Prisoner or Contract Worker to a representative of an external agency for security reasons, then the Contractor must document the circumstances in which access was refused and report them to the external agency and the Department.
- (c) The Contractor must use systems to identify and record on TOMS details of each person entering and subsequently leaving the Prison including the reason for the person's visit to the Prison.
- (d) The Contractor must provide basic security induction training to all persons who visit the Prison who will not be escorted in accordance with this section 2.1.
- (e) The Contractor must ensure that, subject to paragraph (a)(iii), independent prison visitors are subject to all necessary security checks and their personal safety is addressed through training, equipment and Contract Workers monitoring them (though in no way compromising their freedom of access or requirements for confidentiality). The Contractor must ensure that other representatives of the Office of Inspector of Custodial Services have unfettered access to the Prison and the Prisoners and they, and their property, are not searched.
- (f) The Contractor must comply with Policy Directive 39 (Independent Prison Visitors - Protocols), Policy Directive 43 (Inspector of Custodial Service), Operational Instruction 18 (Searches of People, Other than Those Covered in Operational Instruction 17, Seeking to Enter a Prison), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to visits to the Prison by external agencies.

2.2 Prison Administration - Accommodation – multiple bed cells (Buddy cells, 2 out cells and 4 out cells)

- (a) The Contractor must ensure that:
 - (i) Prisoners are only accommodated in shared accommodation if they are personally and culturally compatible;
 - (ii) any Prisoner placed to provide peer support:
 - (A) has received the training and is supported in the manner described in section 2.25; and
 - (B) has been advised as to the level of crisis faced by the other Prisoner, and has given his informed consent, prior to being placed to provide such support;
 - (iii) it does not accommodate Prisoners in a "double bunked" cell at the Prison unless the Prisoners have agreed to reside "2 out" or the State has authorised the accommodation of the Prisoners in such a manner; and
 - (iv) cells at the Prison that accommodate 4 Prisoners are used to accommodate Prisoners who indicate a preference to remain in supportive groups.

Acacia Prison Services Agreement

Schedule 4

- (b) The Contractor must, subject to paragraph (f) below, use reasonable endeavours to use the accommodation at the Prison (multi-occupancy cell use indicated) as follows:
- (i) two wings of Standard level Prisoners and one wing of Enhanced level Prisoners allowing indigenous Prisoners to progress through the EPI Scheme whilst remaining in 4-person cells;
 - (ii) two wings of Basic level Prisoners and one wing for the induction and assessment unit, with first night procedures utilising multi-occupancy cells where appropriate;
 - (iii) a Standard level Prisoners unit, half of which will be a Voluntary Testing Unit linked to an appropriate programme with, for example, Prisoner mentors utilising multi-occupancy cells;
 - (iv) a Standard level Prisoners unit with multi-occupancy cells for use by, for example, Buddies (as that term is defined in section 2.25) co-located with Prisoners for mutual support;
 - (v) a Standard level and Basic level protection Prisoners unit with multi-occupancy cells for use by, for example, Buddies co-located with Prisoners for mutual support;
 - (vi) an Enhanced level Prisoners unit;
 - (vii) an assisted care and Enhanced level protection Prisoners unit;
 - (viii) a crisis care unit; and
 - (ix) a Disciplinary Management and Prisoner Development Unit.
- (c) In addition to the location and activity specific uses described in paragraph (e), the Contractor must make all multi-occupancy cells available for use for:
- (i) peer support (Prisoner elects to share);
 - (ii) cultural groupings (in particular Aboriginal Prisoners of the same kinship group); and
 - (iii) crisis support (Buddies).
- (d) The Contractor must use all reasonable endeavours to reintegrate Prisoners into 'normal' locations where possible.
- (e) The Contractor must build strong and productive links with prisons that feed the Prison, particularly in terms of Prisoner intelligence to enable the collection and use of all information relevant to allocating Prisoners to shared accommodation.
- (f) The Contractor must continually review the manner in which it manages the accommodation units to ensure that the designated uses fit the, possibly changing, Prisoner population and the requirements of the wider justice system.

Acacia Prison Services Agreement

Schedule 4

2.3 Prison Administration - Authorised Absences from Prison

- (a) The Contractor must ensure that:
 - (i) Prisoners are aware of the ability to obtain a grant of permit in prescribed circumstances;
 - (ii) Prisoners at the Prison with a need are offered the capacity to apply for a grant of permit;
 - (iii) processes are in place to ensure the efficient handling of any application for a grant of permit and to avoid unnecessary delays;
 - (iv) any such application for a grant of permit is dealt with in accordance with section 83 of the Prisons Act and is completed accurately and dealt with as expeditiously as possible;
 - (v) indigenous agencies are used as a reference when determining the validity of any indigenous Prisoner's application for a grant of permit and the relative priority of competing applications;
 - (vi) Prisoners may be removed from the Prison in accordance with the Prisons Act; and
 - (vii) authorised absences from the Prison are managed in accordance with sections 28 and 83 to 94 of the Prisons Act.
- (b) The Contractor must ensure that personally and culturally sensitive arrangements are put in place for Prisoners unable to receive a grant of permit, so that their social, emotional and cultural requirements are able to be fulfilled. This may include memorial services, group prayers and spiritual or cultural ceremonies.
- (c) The Contractor must complete a full risk assessment in relation to all applications for a grant of permit, including any particular recommendations for the particular escort required for the Prisoner. The Contractor acknowledges that authorised absences inevitably require the balancing of custody and containment with care and well being, and that it must always err on the side of caution in recognition of the primacy of the former.
- (d) The Contractor must comply with Policy Directive 9 (Permit for Absence), the Prisons Act and all other Legislative Requirements applicable to the authorised absence of a Prisoner from the Prison.

2.4 Prisoner Services - Bedding

- (a) The Contractor must provide every Prisoner at the Prison with his own bed and must ensure that the bed is equipped with:
 - (i) a flame retardant mattress or mattress with a flame retardant cover;
 - (ii) two sheets per bed;
 - (iii) a pillow and pillow case; and
 - (iv) a doona.

Acacia Prison Services Agreement

Schedule 4

- (b) The Contractor must ensure that additional blankets are made available, at the request of Prisoners, to cater for seasonal requirements.
- (c) The Contractor must provide every Prisoner at the Prison with a separate bed and sufficient bedding. This bedding, including mattress, should be clean when issued, kept in good order, and changed often enough to ensure its cleanliness.
- (d) The State acknowledges that the Contractor has assumed that, as at the Commencement Date, all existing mattresses at the Prison are of an approved flame retardant type, and that there is sufficient existing stock of these and the other items described in paragraph (a) to meet immediate demand. Should this assumption be incorrect, the Contractor may approach the Department for the additional initial costs incurred to take the bedding inventory to its full requirement.
- (e) The Contractor must ensure that each Prisoner's sheets and pillow case are laundered weekly or more often if they are heavily soiled. Each Prisoner's doona and blankets must be cleaned every three months or more often if they are heavily soiled. The Contractor must inspect and clean all mattresses every six months or more often if they are heavily soiled.
- (f) The Contractor must inspect all bedding items when they are cleaned or laundered and replace any items that are worn or unable to be returned to an acceptable state.
- (g) The Contractor must ensure that, where a Prisoner occupies a cell for the first time, be that on reception, or through changing location, the cell is equipped with clean bedding items.
- (h) The Contractor must comply with Policy Directive 19 (Prisoner Hygiene – Personal, Clothing and Bedding), Standard Guidelines for Corrections in Australia 2004 (Care and Well Being – Section 2.10) and all other applicable Legislative Requirements regarding the provision of bedding to Prisoners.

2.5 Prisoner Services - Communication by Mail, Telephone and Other Acceptable Means

- (a) The Contractor must ensure that Prisoners at the Prison are able to communicate with friends and relatives by approved means and that the following are available for use by Prisoners:
 - (i) telephone;
 - (ii) mail; and
 - (iii) other approved means.
- (b) The Contractor must fulfil this commitment, not from a perspective of meeting minimum requirements, but from one of active support as a key strategy to enhancing Prisoner well being and paving the way for a successful return to the Prisoner's community.
- (c) In particular the Contractor must ensure that Prisoners from remote areas, who do not have the benefit of ease of Social Visits, receive enhanced opportunities for

Acacia Prison Services Agreement

Schedule 4

contact through other means such as telephone, mail and video link-up. A priority development for the Contractor, in consultation with indigenous Prisoners, advisors and communities, must be to develop means to increase contact between indigenous Prisoners and their families.

- (d) The Contractor must advise Prisoners of their mail and telephone entitlements and must maintain records of all Prisoner mail on TOMS.
- (e) The Contractor must provide to each Prisoner:
 - (i) a reasonable amount of mail, in accordance with applicable Legislative Requirements, sent free of charge;
 - (ii) confidential (unmonitored and unrecorded) telephone calls for the purpose of contacting independent statutory government agencies;
 - (iii) confidential (unmonitored and unrecorded) telephone calls to the Prisoner's registered legal practitioner (on matters related to the Prisoner's current sentence or outstanding charges); and
 - (iv) a reasonable amount of writing material, supplied free of charge.
- (f) The Contractor must ensure that each Prisoner has reasonable access to a telephone in accordance with applicable Legislative Requirements and use reasonable endeavours to determine that the recipient is willing to receive the communication.
- (g) The Contractor must provide a reasonable amount of free telephone calls in accordance with applicable Legislative Requirements to Prisoners from remote areas and who, by virtue of their imprisonment, have become socially isolated from their family and community. This may be expected to apply mainly to Aboriginal Prisoners and is at the discretion of the Superintendent.
- (h) The Contractor must ensure that communications from and to the community are screened in accordance with applicable Legislative Requirements to ensure the safety of the community.
- (i) The Contractor must pay particular attention to communications to and from Prisoners who are the subject of restraining orders.
- (j) The Contractor must use reasonable endeavours to ensure that communications by Prisoners are not in breach of any law.
- (k) In addition, the Contractor needs to be aware of the following and to comply with applicable Legislative Requirements regarding the opening of letters and the sending of certain mail.
 - (i) Contract Workers are not to open letters that Prisoners send to, or receive from:
 - (A) the Minister;
 - (B) the CEO;
 - (C) the Ombudsman;

Acacia Prison Services Agreement

Schedule 4

- (D) the Commonwealth Ombudsman;
 - (E) the Human Rights & Equal Opportunity Commission (Federal);
 - (F) the Equal Opportunities Commission (State);
 - (G) the Commonwealth Attorney General (in the case of a Prisoner charged or convicted of federal offences);
 - (H) the (Western Australian) Corruption and Crime Commission;
 - (I) the Director, Office of Health Review;
 - (J) the Office of the Inspector of Custodial Services; or
 - (K) the Public Interest Disclosures Officer-Department of Justice.
- (ii) It is prohibited to send some mail that contravenes Australia Post Mail Regulations or section 417.12 of the *Criminal Code Act 1995* or mail that:
- (A) may jeopardise the good order or security of the Prison;
 - (B) contains a threat to a person or property;
 - (C) constitutes or is expressed in code;
 - (D) contains any photographs that have not been approved by the Superintendent;
 - (E) is addressed to a protected person, in violation of the terms of a current restraining order; and
 - (F) is addressed to a third party and intended to result in contact with a protected person.
- (iii) It is an offence under Commonwealth law to use a postal service in a way that would be regarded by a reasonable person as "menacing, harassing or offensive".
- (l) The Contractor must provide Prisoners with monitored access to telephones and a monitored mail system.
- (m) The Contractor may allow Prisoners to communicate, in specific circumstances, by managed video conferencing.
- (n) The Contractor must comply with Policy Directive 36 (Communication – Mail and Telephones), the Prisons Act and all other Legislative Requirements applicable to Prisoner communications.

2.6 Prisoner Services - Visits and Visitor Access

- (a) The Contractor must:
 - (i) ensure that visits are made available for Prisoners at the Prison as scheduled;
 - (ii) ensure that a bus service is provided for Visitors from Midland Railway Station to the Prison to coincide with visits times;
 - (iii) ensure that Prisoner visits are closely managed;

Acacia Prison Services Agreement

Schedule 4

- (iv) put in place deterrents to prevent trafficking of contraband;
 - (v) ensure that Contract Workers are aware of their responsibilities in interacting with Visitors;
 - (vi) record all visits bookings and associated data on TOMS;
 - (vii) forward any intelligence gathered to the Department in a timely manner;
 - (viii) implement strategies to facilitate remand Prisoners' visits;
 - (ix) implement strategies to facilitate special visits and longer visits for Visitors from remote areas; and
 - (x) ensure that Prisoners at the Prison are not denied access to, or visits with, their children, unless such access or visits compromise the best interests or safety of the child or children.
- (b) Visits must take the form and frequency of:
- (i) one contact visit per week of at least 60 minutes duration for those Prisoners eligible for contact visits;
 - (ii) one non-contact visit per week of at least 60 minutes duration for those Prisoners eligible for non-contact visits.
- (c) The Contractor must ensure that visits are augmented by non-contact links such as those described in sections 2.5 and 5.19.
- (d) The Contractor must provide social and official visiting facilities for Prisoners that are safe, secure and accessible.
- (e) The Contractor must, as a minimum, maintain the three-day visiting system in place immediately before the Commencement Date. The Contractor may, in exceptional circumstances, arrange visits outside the three-day visiting system on a flexible basis.
- (f) The Contractor must ensure that visits are made available to each Prisoner for a legitimate reason and, in particular, to enable the Prisoner to maintain and develop ties with the Prisoner's external personal support network, to access community agencies that can assist him meet legal obligations and reduce his isolation.
- (g) The Contractor acknowledges that, as the IMP is the governing document for a Prisoner at the Prison, the Responsible Prisoner who is applying himself to the job in hand will be more likely to need greater visiting entitlements (as he will be in greater contact with the outside world as he prepares for release). As the IMP is directly related to the EPI Scheme the Contractor considers it appropriate that visiting entitlements are varied with EPI Scheme levels and are also part of variable privileges above a decent and guaranteed minimum.
- (h) The Contractor must ensure that the contact and non-contact visits facilities are fit-for-purpose and are a communicated statement of intent for the Prison. The visiting facilities must be clean, quiet and ordered and staffed by sensitive and professional Contract Workers.

Acacia Prison Services Agreement

Schedule 4

- (i) The Contractor must ensure that the necessary security routines in respect of visits are comprehensive, but managed quickly and with tact, and that the supervision of visits is comprehensive but not oppressive. The Contractor's security responses must be intelligence-led and deliver maximum impact for minimum disruption.
- (j) The Contractor must use its reasonable endeavours to introduce normality into the visiting system and mitigate the stereo-typical picture that Prison visits may have. In order to achieve this, the Contractor must provide each Prisoner with a uniform that includes a shirt and trousers allowing the Prisoner to present himself well, allow the ability of Enhanced level Prisoners to attend events like 'dad's days' where the Prisoners may spend time with their children whilst mothers relax and take coffee. The Contractor may also use visits as a venue for award events and the like, with Prisoners receiving certificates of achievement with their families watching.
- (k) The Contractor must ensure that visits are scheduled carefully and efficiently so as to maximise the use of visiting periods and avoid either party being kept waiting unduly. Within the limitations of a Prisoner's EPI Scheme level and other operational considerations, the Contractor may allow visits to extend beyond their planned duration.
- (l) The Contractor must adopt a flexible approach to visiting days and visiting structures, in particular, to enable Visitors who have travelled long distances to have longer and more frequent visits with Prisoners.
- (m) The Contractor must maintain the visiting arrangements in place immediately before the Commencement Date while it develops full detailed operational procedures regarding Prisoner visits.
- (n) The Contractor must implement a multi-level approach of close direct and CCTV observation by Contract Workers, dedicated seats for Prisoners, Prisoners in uniforms and/or wearing bibs, photographic ID of Visitors, and biometrics to enable the identification of Visitors and their separation from Prisoners at the end of the visit.
- (o) The Contractor must assist fully in the mixed gender inter-Prison visits system operating within Western Australia.
- (p) The Contractor must comply with Director General's Rule 7 (Communication - Visits), Policy Directive 55 (Visitor Bans), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to Visitor access to Prisoners.

2.7 Prisoner Services - Visitor Centre and Children's Crèche

- (a) The Contractor must maintain a Visitors Centre outside the perimeter of the Prison to:
 - (i) provide a safe and secure family support centre to assist Prisoners to receive Visitors;
 - (ii) provide child care services (crèche facility for child minding during visits) to assist Prisoners to receive Visitors;

Acacia Prison Services Agreement

Schedule 4

- (iii) provide short-term support to the families, friends and relatives of Prisoners and assist them to access other welfare services; and
 - (iv) contribute to a reduction in management problems in the Prison.
- (b) The Contractor must provide a children's crèche at the Visitors Centre, staffed by qualified child-care workers during the visits period for use by Visitors who are families and friends of Prisoners (*Social Visitors*), and develop the existing Visitors Centre into a family support centre that can offer advice and publications to Social Visitors on a range of family issues.
- (c) In evaluating any proposal regarding the provision of a Travel Lodge offering free accommodation to Visitors travelling from remote locations, the Contractor must consider related services which may be provided. These may include allowing Social Visitors to talk to key Contract Workers involved with their imprisoned family member and offering linked outreach to the Prisoner's family to develop continuation of positive behaviours and motivations in the family setting, and for the family to access advice.
- (d) In addition to the information described in paragraph (b), the family support centre must provide comprehensive information on all aspects of the Prison.
- (e) The family support centre must contain:
 - (i) generic information including visiting times, property arrangements, Prison vision, security arrangements, local accommodation and travel arrangements and cash arrangements; and
 - (ii) family specific information including drugs, pre- and post-release programmes, housing options, effective parenting, education services, health services and counselling.
- (f) The family support centre must enable the location and dissemination of information, linking those in need with appropriate services.
- (g) The Contractor must publicise the family support centre and the children's crèche and make these services available to families visiting Prisoners.
- (h) The Contractor must comply with the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the maintenance and operation of the Visitors' Centre and children's crèche.

2.8 Prisoner Services - Clothing

- (a) The Contractor must:
 - (i) provide each Prisoner at the Prison with sufficient, good quality, clean Prison clothing;
 - (ii) ensure that each Prisoner has the opportunity to maintain such clothing in a clean condition and in a state of good repair;
 - (iii) ensure that each Prisoner's personal clothing is removed from the Prisoner's possession, laundered if it has been worn by the Prisoner or

Acacia Prison Services Agreement

Schedule 4

soiled and securely stored until his release or transfer in a manner such that no harm comes to it; and

- (iv) ensure that any clothing from another prison in the possession of a Prisoner must be laundered and returned to that other prison.
- (b) If a Prisoner arrives with excessive amounts of clothing, the Contractor must arrange for the agreed excess (in negotiation with the Prisoner) to be picked up by his family or friends at their next visit or, if this is impracticable, put into deep store.
- (c) The Prison property arrangements must ensure security and recording of items to allow the Prisoner and his personal clothing to be reunited upon his release.
- (d) As part of arrangements for release, the Contractor must, at the Prisoner's request, launder the Prisoner's stored clothing.
- (e) The Contractor must issue clothing that is fit-for-purpose and reflects both the predictable local climactic condition and the range of activities the Prisoner may engage in.
- (f) The Contractor must issue Prison clothing that is appropriate and not degrading or humiliating.
- (g) Whilst Prison issue clothing must be used inside the Prison, the Contractor considers that its use outside the Prison is inappropriate. The Contractor must allow Prisoners attending court to wear their own clothing and those awarded a grant of permit likewise to wear their own clothing. If the Prisoner does not have a stock of functional personal clothing in good repair for these activities and for his eventual release, the Contractor must issue the Prisoner with a basic stock to meet his immediate needs.
- (h) To facilitate a shared culture and vision, Prison clothing issue must be standardised and not support differentiation within the Prison in any way.
- (i) Upon arrival, all Prisoners must be notified of the Contractor's clothing policy.
- (j) The Contractor must comply with Policy Directive 19 (Prisoner Hygiene, Personal, Clothing and Bedding), Policy Directive 42 (Prisoner Property), the Prisons Regulations and other Legislative Requirements applicable to Prisoners' clothing.

2.9 Prisoner Services - Food Services

- (a) The Contractor must:
 - (i) provide at least three meals daily at times consistent with normal practice in the community (breakfast, lunch and dinner) that assists in the daily running of the other aspects of Prison life to all Prisoners at the Prison;
 - (ii) ensure that the meals are well-presented, appetising and nutritionally adequate by quality assessment in accordance with the National Health and Medical Research Council regulations and dietary guidelines;

Acacia Prison Services Agreement

Schedule 4

- (iii) ensure that the meals are presented at the correct temperature, make up an interesting and varied diet, take into account the seasonal availability of fresh produce and are quality assured; and
 - (iv) ensure that the hygiene of the food preparation area is maintained, and that food is procured, stored, prepared and distributed in a hygienic manner in accordance with all applicable Legislative Requirements.
- (b) The Contractor must minimise the potential that Prisoner dissatisfaction over food has for generating disorder and ensure that:
 - (i) food is not used as a disciplinary measure, and is culturally appropriate;
 - (ii) at least one meal per fortnight contains grilled red meat and one other meal per fortnight contains roasted meats;
 - (iii) specially prepared meals and diets are made available to Prisoners where required for reasons of ceremony and celebration, health/medical advice, religious practices, cultural and tribal practices and established food preferences (such as vegetarianism);
 - (iv) potable water is made available to every Prisoner when needed; and
 - (v) ample portions of good quality food are provided.
- (c) The Contractor must ensure that the diverse population at the Prison enjoys culturally, ethnically and religiously appropriate foods. In particular, indigenous Prisoners must be able to access an additional range of appropriately sourced items.
- (d) The Contractor must employ the services of a nutritionist to inform its delivery of food services.
- (e) The Contractor must ensure that the menu style for the Prisoners and content is as follows:
 - (i) Breakfast will be in continental style, cereals with milk, toast with an assortment of jams, tea and coffee.
 - (ii) Lunch will be 'brown bag' consisting of a range of sandwiches or salads with fruit and drinks.
 - (iii) Dinner will be the main meal of the day, with 3 courses of which 2 will usually be hot. There will be at least 3 choices of meal for dinner. Some choices may meet special dietary needs but will be available to all Prisoners, unless items are prohibited due to medical reasons.
- (f) All Prisoners must be offered the same menus and choices at meal times.
- (g) Prisoners in self-care accommodation must be offered a range of menus from which to select the required ingredients.
- (h) The Contractor must ensure that all menu items are reviewed and tested for compliance, prior to their introduction and that each week there are:
 - (i) a maximum of eight red meat meals;

Acacia Prison Services Agreement

Schedule 4

- (ii) two fish meals;
 - (iii) one poultry meal;
 - (iv) only one fried meal;
 - (v) only one pastry meal;
 - (vi) fresh fruit available daily;
 - (vii) a minimum of three desserts per week; and
 - (viii) seasonal, fresh vegetables.
- (i) The Contractor must comply with Policy Directive 15 (Dietary and Nutritional Requirements) and other Legislative Requirements applicable to Prisoners' food services.

2.10 Prisoner Services - Health Services

(a) Service Requirements

- (i) The Contractor must provide a health care service to Prisoners at the Prison that:
- (A) is commensurate to that in the community;
 - (B) integrates with community health services and the values of the Department's Health Services Directorate;
 - (C) caters for the needs of a culturally and ethnically diverse group of people, in particular Aboriginal Prisoners including through the employment of a full time Aboriginal health worker;
 - (D) will, upon admission to the Prison, provide a review of Prisoners for changes in physical and mental state, by a Nurse Practitioner;
 - (E) caters for a minimum of 750 Prisoners and for primary and secondary health care;
 - (F) includes a medical interpreter service for Culturally And Linguistically Diverse (*CALD*) Prisoners;
 - (G) delivers illness prevention and health promotion educational programs to Prisoners in accordance with the requirements of the Department;
 - (H) is able to be accredited by and comply with the standards of the Royal Australian College of General Practitioners, which standard must be achieved within 12 months after the Commencement Date;
 - (I) is staffed by sufficient Contract Workers exercising Custodial Functions to ensure the security of Prisoners and the safety of Contract Workers and administered by appropriately qualified Contract Workers; and
 - (J) complies with applicable Legislative Requirements.

Acacia Prison Services Agreement

Schedule 4

- (ii) The Contractor must create a holistic approach to health which allows the vision of the Responsible Prisoner to flourish whilst maintaining the integrity of the Contractor's governing principles and the Department's four cornerstones of imprisonment. Wherever possible, the Contractor must integrate health services into the wider work of the Prison so that Prisoners are not disadvantaged by their health needs and interruptions to daily life created by these needs are kept to an absolute minimum.
- (iii) Where health issues threaten to impact on a Prisoner's ability to carry out particular tasks, the Contractor must ensure adequate assessment of risk to the Prisoner and others with whom the Prisoner works or interacts in order to account for a Prisoner's health needs whilst allowing him to continue with normal daily routines.
- (iv) Where a particular illness, condition or physical injury prevents a Prisoner from engaging in his normal routines the Contractor must, using its network of advisors, provide alternatives for the Prisoner which allow him to remain active and in some circumstances assist in his return to good health.
- (v) The Contractor must provide a range of policies and procedural protocols in accordance with the Department's requirements which cover all aspects of the Contractor's health service delivery and act as process rules and guidance for Contract Workers.
- (vi) The Contractor must ensure adequate on call arrangements from specialist service providers and that these arrangements deliver services within specified time limits conducive with appropriate treatment. The Contractor's arrangements must include the development of protocols with local hospitals and service providers which can act as a secondary contingency in the event of unforeseen circumstance. Adequate on call arrangements for escort staff must be in place at times when regimes are restricted.
- (vii) The Contractor must comply with Policy Directive 8 (Prisoners With a Terminal Illness), Policy Directive 11 (Prisoners Placed in Observation and Medical Observation Cells), Policy Directive 12 (Men's and Women's Preventative Health Programmes), Policy Directive 13 (Medical Confidentiality and the Release of Information), and Policy Directive 14 (Informed Consent to Medical Treatment) and all other Legislative Requirements applicable to the provision of health services to Prisoners.

(b) Primary Health Care: Assessment and Prevention

The Contractor must make arrangements for a health-care provider (approved by the Department) to provide on-site primary health care services and programs to Prisoners at the Prison. Such services must ensure that:

- (i) within 2 hours of admission to the Prison, each Prisoner's complete medical assessment records are considered and a health review conducted

Acacia Prison Services Agreement

Schedule 4

by a Nurse Practitioner or medical practitioner to identify changes in physical and mental state (including voluntary testing for HIV, Hepatitis B, and C and other diseases notified by the State, if not already performed during the previous 28 days);

- (ii) within 72 hours of admission all Prisoners receive an orientation program on Prison health service policies, including medication prescribing processes;
- (iii) within 1 month of admission, all Prisoners receive a minimum of 2 hours formal health education regarding blood borne communicable disease and risks from IV drug use, unsafe sex, smoking, alcohol and diet. (Refresher programs are also to be arranged on an annual basis);
- (iv) infectious or potentially infectious Prisoners are managed, counselled, referred and tested as required;
- (v) infection is controlled through regular programs of education of Contract Workers and Prisoners in infection control and appropriate disposal of infectious waste products;
- (vi) hygiene of Prisoners and cleanliness of the Prison is consistent with community standards; and
- (vii) all Prisoners with a sentence exceeding 12 months receive a comprehensive medical assessment annually.

(c) Primary Health Care: Prisoners at Risk

The Contractor's health-care arrangements must ensure that:

- (i) Prisoners who are acutely at risk to themselves through self harm or suicide are identified, receive assessment by a qualified primary healthcare professional within 2 hours of identification and receive immediate treatment and management, including referral for ongoing treatment services to prevent any misadventure or deaths from unnatural causes while at the Prison;
- (ii) suitably equipped crisis care facilities are provided and that, where appropriate, "acutely at risk" Prisoners are transferred (with the approval of the State);
- (iii) Prisoners with psychiatric disabilities are identified and receive appropriate clinical treatment and management, including referral for ongoing treatment services and/or assessment for admission to a secure hospital.

(d) Primary Health Care: Emergency Health Response

The Contractor must provide in-prison primary health care programs at the Prison to ensure:

- (i) attendance to all Prisoners requiring an emergency health response by a qualified primary healthcare professional within 10 minutes of the Contractor first becoming aware of the need for the response, by a Medical

Acacia Prison Services Agreement

Schedule 4

Practitioner where required within 2 hours of the Contractor first becoming aware of the need for the response and timely transfer to the nearest hospital emergency department where appropriate;

- (ii) the necessary escort and security of Prisoners in emergencies if required (note that the Contractor must resource emergency escorts); and
- (iii) the maintenance and currency of CPR certificates for all healthcare workers at the Prison and Contract Workers exercising Custodial Functions.

(e) Primary Health Care

The Contractor must provide:

- (i) an appropriately equipped health centre, generally in accordance with a Level 2 Accident and Emergency Department (as per the Western Australian Health Department's Health Facility Design Guidelines) incorporating assessment and treatment, consultation and necessary clinical support facilities adequate to meet the needs of all Prisoners at the Prison;
- (ii) sick bay facilities to allow 24 hour medical observation and/or recovery after discharge from hospital;
- (iii) access to appropriately trained Aboriginal health workers and medical services;
- (iv) specific health services for geriatric Prisoners;
- (v) access to optometry, physiotherapy and dental treatment for Prisoners identified as eligible under applicable Legislative Requirements;
- (vi) required medical supplies and prescribed medication to Prisoners; and
- (vii) administration of medication, which is conducted in accordance with prescription and managed in a responsible, legal and professional manner (in accordance with applicable Legislative Requirements).

(f) Secondary and Tertiary Health Care:

The Contractor must:

- (i) facilitate access by Prisoners at the Prison to secondary and tertiary health care facilities and services at a standard generally available to the community and, where clinically appropriate, provide the necessary escort and security of Prisoners if required in an emergency;
- (ii) ensure that Prisoners requiring inpatient care will, upon agreement with the facility concerned, be transferred to a hospital (general or psychiatric) or to specialised health care facilities at another facility;
- (iii) ensure that Prisoners are able to receive treatment from private health care specialist personnel if there are reasonable grounds and provided they can meet the cost of such treatment; and

Acacia Prison Services Agreement

Schedule 4

- (iv) bear the cost incurred in arranging transportation of a Prisoner to a public hospital.

(g) Records

- (i) Comprehensive patient medical records must be kept by the Contractor in respect of each Prisoner and will remain the property of the Department at all times.
- (ii) The Contractor must keep the patient medical records in such a way as to ensure:
 - (A) conformity with the Department's standardised medical record and with medical records policies and procedures including in an electronic format;
 - (B) they are available for audit inspection;
 - (C) access by the Department at all times and the ability to produce specific reports when requested by the Department;
 - (D) the maintenance of an up-to-date medical status system and patient data base;
 - (E) the timely and accurate provision of discharge information in an electronic format;
 - (F) the maintenance of an up-to-date record of each Prisoner's health with comprehensive medical assessments annually of each Prisoner on sentences exceeding twelve (12) months; and
 - (G) the transfer of the Prisoner's patient medical record with the Prisoner and its return to central medical records upon the Prisoner's release.

2.11 Prisoner Services - Hygiene

- (a) The Contractor must ensure that Prisoners at the Prison maintain a reasonable standard of hygiene by the provision of:
 - (i) soap;
 - (ii) hair combs;
 - (iii) toothpaste;
 - (iv) toothbrush;
 - (v) shavers;
 - (vi) shaving soap – stick variety;
 - (vii) shaving brush; and
 - (viii) toilet paper.
- (b) The Contractor must monitor the standard of hygiene of Prisoners, and provide guidance and support to Prisoners to assist them to maintain reasonable standards

Acacia Prison Services Agreement

Schedule 4

of hygiene. The Contractor will give recognition to those Prisoners who maintain a reasonable standard of hygiene.

- (c) The Contractor acknowledges the consequences of poor personal hygiene in a closed environment when many individuals are in close proximity and considers that prevention is most advisable. This is for public health reasons and also to avoid the potential for conflict.
- (d) The Contractor must ensure that Contract Workers tactfully advise Prisoners whose hygiene is unacceptable. This must be handled sensitively and with due regard to the Prisoner's circumstances.
- (e) In particularly serious cases where public health is at risk, the Contractor may consider relocating the Prisoner and/or the withdrawal of privileges, if the Prisoner's hygiene continues to be unacceptable and wilful non-compliance with basic hygiene requirements persists.
- (f) Where poor hygiene results from a lack of understanding of hygiene requirements, the Contractor's focus must be on providing health education with the assistance of healthcare staff. Health education must be the Contractor's preferred strategy to address issues of non-compliance with hygiene requirements.
- (g) The Contractor must maintain an overall hygiene-aware culture and an environment which models good hygienic practices.
- (h) The Contractor acknowledges the different individual preferences and cultural practices with regard to matters of hygiene and will respect and facilitate these as far as is reasonable and practicable.
- (i) The Contractor must comply with Policy Directive 19 (Prisoner Hygiene – Personal, Clothing and Bedding), the Standard Guidelines for Corrections in Australia 2004 (Care and Well Being Sections 2.51-2.52) and all other Legislative Requirements applicable to Prisoner hygiene.

2.12 Prisoner Services - Prisoner Property

- (a) The Contractor must ensure:
 - (i) the safety and security of each Prisoner's property, including valuable property such as credit cards;
 - (ii) that records of each Prisoner's property are maintained on TOMS;
 - (iii) that procedures are in place to manage Prisoners' property;
 - (iv) that an annual audit of Prisoners' property is conducted;
 - (v) that effective processes are in place to transfer Prisoners' property as required;
 - (vi) that each Prisoner's property is searched on transfer out of the Prison; and
 - (vii) that all TOMS records in relation to a Prisoner's property are completed after the Prisoner is transferred.

Acacia Prison Services Agreement

Schedule 4

- (b) The Contractor will base its property management system on:
 - (i) identification;
 - (ii) classification;
 - (iii) recording;
 - (iv) storage;
 - (v) release;
 - (vi) seizure; and
 - (vii) authorisation.

These elements provide for effective control of Prisoners' property.

- (c) In dealing with Prisoners' possessions the Contractor must ensure that, when handling or otherwise managing items, the Prisoner must sign at appropriate points in the process for propriety reasons.
- (d) Any property of a Prisoner that is retained at the Prison, either in the Prisoner's personal possession or in storage, must be recorded, stored, transferred and controlled in an effective manner and in a way that respects the entitlement of the Prisoner to such property.
- (e) If property of a Prisoner is not to be retained at the Prison, then the Contractor must ensure that the Prisoner signs out that property where appropriate.
- (f) The total volume of property allowed per Prisoner in any cell is the amount that will fit into the standard packing carton (40 x 40 x 60cm). This excludes electrical items, doonas and computer systems.
- (g) The Contractor must store a reasonable amount of the Prisoner's property in a holding area separate to the Prisoner's cell. The Contractor may refuse to store purchases or brought in items in the holding area in excess of what the Contractor considers to be a reasonable amount. If a Prisoner arrives with what the Contractor reasonably considers to be excessive property, the mutually agreed excess will be externally stored.
- (h) The Contractor must launder any personal clothing of the Prisoner prior to storing it.
- (i) The Contractor may order that any property, which, in the opinion of the Contractor, is of a perishable, dangerous or unhygienic nature, be destroyed or otherwise dealt with in accordance with applicable Legislative Requirements and must ensure that any such action is taken with the full knowledge of the Prisoner and a record of such order and action is noted on the inventory.
- (j) The Contractor must ensure that each Prisoner's property is searched during the reception process, with particular attention being paid to the integrity of security seals as affixed at sending Prisons.

Acacia Prison Services Agreement

Schedule 4

- (k) On the release of a Prisoner, all of the Prisoner's property (other than property destroyed or otherwise dealt with under paragraph (g)) and any accumulated unspent money must be returned to the Prisoner.
- (l) The Contractor retains responsibility for the correct management of Prisoners' property and acknowledges the State's insistence on these matters. In these circumstances, claims relating to property remain the responsibility of the Contractor.
- (m) The Contractor must comply with Policy Directive 2 (Use of Computers by Prisoners), Policy Directive 42 (Prisoner Property), Director General's Rule 3 (Privileges), Director General's Rule 8 (Use of Computers by Prisoners), Director General's Rule 11 (Permitted and Prohibited Materials), Operational Instruction 8 (Prisoner's Private Property), Operational Instruction 11 (Prisoner Purchases and Canteen Management), the Prisons Regulations and all other Legislative Requirements applicable to the handling of Prisoner property.

2.13 Prisoner Services - Recreation

- (a) The Contractor must ensure that:
 - (i) Prisoners can undertake daily exercise and recreation in, or adjacent to, accommodation units;
 - (ii) Prisoners can undertake competitive sports in larger spaces;
 - (iii) sporting and other recreational facilities are available to all Prisoners;
 - (iv) different groups of Prisoners have access to these facilities in appropriate ways;
 - (v) Prisoners have access to open-air for at least one hour a day;
 - (vi) a range of active, passive, individual and group recreation activities are provided at the minimum rate of 10 hours per Prisoner per week;
 - (vii) facilities for team sports are provided and available to all Prisoners at the Prison;
 - (viii) physical education, fitness and sporting activities are supervised by appropriately trained and qualified staff;
 - (ix) Prisoners have access to a well stocked library; and
 - (x) a comprehensive range of arts and crafts is included to provide options for recreational activities.
- (b) Paragraphs (a)(i) to (a)(iii) inclusive, (a)(v) to (a)(vii) inclusive, (a)(ix) and (a)(x) do not apply to Prisoners under disciplinary management in accordance with applicable Legislative Requirements.
- (c) The venues for recreation will be the following areas of the Prison:
 - (i) the oval;
 - (ii) the sports hall;

Acacia Prison Services Agreement

Schedule 4

- (iii) the residential units (internal);
 - (iv) the residential units (external); and
 - (v) the basketball court.
- (d) The Contractor must ensure that activities are a mix of activities available in accommodation units and at dedicated sites. Access to recreational activities in accommodation units must be outside the hours during which the Prisoner is engaged in meaningful and constructive activities pursuant to section 2.16 and limited to evenings and weekends.
- (e) Contract Workers must encourage all Prisoners to be involved in informal and more structured recreation and must pay close attention to those that decline the invitation as this may be indicative of underlying issues such as vulnerability, bullying or crisis.
- (f) The Contractor must ensure that equality of access amongst Prisoners is maintained in terms of provision quantity but also in terms of cultural relevance.
- (g) The Contractor must provide a range of hobby and craft equipment to develop skills and increase in-cell activity. The Contractor may also install fixed residential assets with the prior approval of the State.
- (h) As part of recreational activities, Contract Workers must encourage healthy lifestyles and direct Prisoners to advice on smoking cessation, well man clinics, fitness assessments and other linked services.
- (i) The Contractor must procure the delivery of a fitness assessment and taster sessions by physical education staff to market their services to Prisoners as part of the Induction and Assessment Process described in section 2.19.
- (j) As well as informal activities, the Contractor must deliver formal activities which take the form of dedicated groups such as:
 - (i) older man sessions (bowls and keeping active);
 - (ii) health clubs (with individual programmes as directed by Healthcare);
 - (iii) racquet sports (badminton, short tennis);
 - (iv) Prison teams (football, cricket, basketball and the like, playing visiting teams);
 - (v) team-building (supporting the Prisoner Development Unit);
 - (vi) coaching qualifications;
 - (vii) assessments and personal target sessions (including sports awards); and
 - (viii) taster sessions.
- (k) The Contractor must provide Prisoners with an opportunity to volunteer, for example by coaching other Prisoners in a particular activity, when a Prisoner has developed excellence in the activity.

Acacia Prison Services Agreement

Schedule 4

- (l) The Contractor must comply with the Standard Guidelines for Corrections in Australia 2004 (Sections 2.47 to 2.50, Care and Well Being), the Prisons Act and all other Legislative Requirements applicable to Prisoner recreation.

2.14 Prisoner Management - Bullying and Intimidation

- (a) The Contractor must:
 - (i) develop and implement a Prisoner safety regime (***Violence Reduction Strategy***) at the Prison that prevents bullying and targets perpetrators;
 - (ii) ensure that Prisoners are not exposed to bullying or intimidation whilst in Prison including:
 - (A) psychological pressure, name calling and threats;
 - (B) vandalism of property; and
 - (C) unprovoked physical and verbal attacks, perpetrated for the purpose of causing fear or harm to the victim, by mental or physical means;
 - (iii) ensure the effective management of Prisoners at risk or under threat;
 - (iv) ensure that the perpetrator of any bullying is sanctioned, not the victim; and
 - (v) ensure that Contract Workers are trained in anti-bullying strategies.
- (b) The Violence Reduction Strategy must apply to all the Prisoners at the Prison, be sensitive to the diversity of Prisoners and be implemented fairly and appropriately.
- (c) The Contractor must address issues of bullying, intimidation, self harm and vandalism, be they direct or indirect, by identifying causations and focussing on prevention rather than cure.
- (d) The Contractor must ensure that Contract Workers behave in an exemplary manner, being careful through their actions not to reinforce any negative behaviours of Prisoners with any such behaviours attracting strict sanction.
- (e) Each Prisoner's behaviour must be directly linked to the EPI Scheme and the Prisoner's performance against his IMP. The former will contain a suite of core basic behaviours required in which an absence of bullying and intimidatory activities will be noted. Those who behave in a responsible and pro social manner will be rewarded through an improved EPI Scheme level, whilst those who do not will be reduced in terms of their EPI Scheme level.
- (f) The Contractor's main forum for gauging the impact of its activities will be the PIAC where the Contractor must seek feedback on its efforts.
- (g) Upon leaving the Prison, the Contractor must ask each Prisoner to complete a short questionnaire on his experiences, based on the 'Healthy Prison' measures used with effect in other jurisdictions by inspectorate bodies. An element of this will be to assess if the Prisoner felt safe and any reasons why not.

Acacia Prison Services Agreement

Schedule 4

- (h) The Contractor must comply with Operational Instruction 15 (Anti-Bullying) and all other Legislative Requirements applicable to addressing bullying and intimidation of Prisoners at the Prison.

2.15 Prisoner Management - Cell Alarms

- (a) The Contractor must ensure that cell alarms are answered immediately after being activated, either in person or over the cell call intercom system depending on the nature of the activation. In any event, where a response in person is required, the response must be within 3 minutes after activation of the cell alarm.
- (b) Whether the response to a cell alarm is in person or over the intercom system, the Contractor must ensure that appropriate action is taken to resolve the Prisoner's issue and summon such additional assistance as is necessary.
- (c) The Contractor must maintain a record of all cell alarms and the actions taken to resolve the Prisoner's issue.
- (d) The Contractor must ensure that the cell call intercom systems of all cells being used for:
 - (i) assisted care;
 - (ii) crisis care; and
 - (iii) disciplinary management and Prisoner development,are tested on a daily basis and that the cell call intercom systems of all other cells are tested at least weekly. In addition, the cell call intercom system of a cell must be tested immediately before a new occupant moves into the cell.
- (e) The Contractor must ensure that Contract Workers are trained in appropriate cell alarm response and recording practices, including the role cell alarm activation and response plays in associated Contingency Plans such as cell fire or suicide/self-harm attempt.
- (f) The Contractor must ensure that, while preservation of life is a priority, Contract Worker training includes awareness of the misuse of cell alarms as a duress lure for Contract Workers and Prison Operating Manuals must address this issue.
- (g) If a Prisoner misuses a cell alarm, or a Contract Worker fails to comply with the procedure in the Prison Operating Manuals for cell alarm responses and recording practices, this will invoke a disciplinary response.

2.16 Prisoner Management - Hours out of Cell

- (a) The Contractor must ensure that each Prisoner at the Prison (other than a Prisoner under disciplinary management in accordance with applicable Legislative Requirements or in crisis care) is out of his cell for a minimum of 12 hours each day. The Contractor must ensure that, during such "out of cell hours", each Prisoner is engaged in meaningful and constructive activities for at least 30 hours per week.

Acacia Prison Services Agreement

Schedule 4

- (b) The Contractor must provide a varied range of appropriate and accessible activities that meet each Prisoner's identified needs. The activities must contribute to the development of a pro-social environment at the Prison in which Contract Workers have ample time to interact with Prisoners in guiding and supporting roles that demonstrate, by example, desirable behavioural models.
- (c) The Contractor acknowledges that a meaningful and constructive activity is one that is 'structured, organised and delivered by staff, having defined outcomes, being of demonstrable benefit to the Prisoner, and a fixed and identifiable part of a wider regime' and includes:
 - (i) Prison Industry, education and vocational training and program involvement approved by the State;
 - (ii) recreation;
 - (iii) attending court and other external appointments; and
 - (iv) Social Visits, official visits and other appointments within the Prison such as medical appointments.
- (d) The Contractor must ensure that Prisoners under disciplinary management or in crisis care are subject to specific (and, where appropriate, individualised) regimes which comply with applicable Legislative Requirements whilst adhering to the Contractor's overarching approach of providing a full and purposeful day for Prisoners.

2.17 Prisoner Management - Indigenous Prisoner Strategy

- (a) The Contractor must ensure that Aboriginal or Torres Strait Islander Prisoners are managed in a culturally sensitive manner by:
 - (i) employing Aboriginal and Torres Strait Islander Contract Workers to perform Custodial Functions and other functions;
 - (ii) training Contract Workers in Aboriginal and Torres Strait Islander issues prior to their commencement at the Prison;
 - (iii) providing shared accommodation for Prisoners if requested;
 - (iv) providing access to information / media in their language;
 - (v) providing such Prisoners with access to Aboriginal and Torres Strait Islander community organisations, Aboriginal and Torres Strait Islander helping professionals and persons of tribal significance;
 - (vi) recognising the special family and kinship obligations of Aboriginal and Torres Strait Islanders which extend beyond the immediate family, with regard to visits to the Prison, and to sick relatives in hospital and attendance at funerals;
 - (vii) facilitating the development of Aboriginal and Torres Strait Islander support groups within the Prison;
 - (viii) facilitating the visitation by community and agency indigenous groups;

Acacia Prison Services Agreement

Schedule 4

- (ix) facilitating the expression by such Prisoners of their Aboriginality with regard to food preferences, customs, spirituality, celebrations, ceremonies, arts and crafts consistent with good management of the Prison; and
 - (x) offering educational vocational training and other programs that are specifically developed for Aboriginal and Torres Strait Islander Prisoners and which take account of appropriate teaching methods and learning dispositions of Aboriginal and Torres Strait Islander Prisoners.
- (b) The Contractor must ensure that:
- (i) Aboriginal and Torres Strait Islander Prisoners at the Prison are engaged in programs that address their particular offence patterns in culturally appropriate ways as identified in their IMPs;
 - (ii) suitable places are set aside where Aboriginal spiritual and cultural needs may be met for Aboriginal and Torres Strait Islander offenders and must consider the development of separate cultural areas for the various traditional groups, the opportunity for them to practice their tribal ceremonies including pre-funeral rites and the provision of outdoor cooking pits for celebratory use through the preparation of appropriate foodstuffs;
 - (iii) it fosters and encourages Aboriginal and Torres Strait Islander Prisoners being placed in the highest level of accommodation; and
 - (iv) it fosters the employment of Aboriginal and Torres Strait Islander Prisoners in the highest position possible with regards to the Prisoner's application, skills and knowledge.
- (c) The Contractor acknowledges its responsibility to provide programs to Aboriginal and Torres Strait Islander Prisoners that address the causes of such Prisoners' offence patterns, provide solutions and achieve outcomes that improve the immediate and long-term future of such Prisoners.
- (d) The Contractor's Aboriginal and Torres Strait Islander Programs must address the following issues:
- (i) community, culture and spirituality;
 - (ii) health and wellbeing;
 - (iii) indigenous diet;
 - (iv) education;
 - (v) skills training;
 - (vi) work programs; and
 - (vii) post release support.
- (e) The Contractor must, through its programs, take a proactive approach to the management of Aboriginal and Torres Strait Islander Prisoners and to ensuring that this group of Prisoners is able to access the opportunities offered at the Prison. The Contractor must ensure that there is equality of access to programs and,

Acacia Prison Services Agreement

Schedule 4

through a suitably differentiated provision, that Aboriginal and Torres Strait Islander Prisoners can achieve to the same level as other Prisoners.

- (f) The Contractor acknowledges the need for greater engagement and consultation with Aboriginal and Torres Strait Islander Prisoners and their respective elders in order to ensure that the needs of such Prisoners are understood, and particularly, that appropriate solutions to Aboriginal and Torres Strait Islander Prisoner issues are found and that the method of delivery is culturally appropriate.
- (g) Prior to the Commencement Date, the Contractor consulted with indigenous elders in the Perth area regarding the issues facing indigenous Prisoners and indigenous communities. The Contractor must extend this consultation to remote indigenous cultural groups within the first 100 days after the Commencement Date. After the completion of these consultations, the Contractor must maintain informal ongoing contact with these indigenous elders and cultural groups.
- (h) The representative indigenous organisations expressed interest in providing the Contractor with relevant services that address the needs of indigenous Prisoners at the Prison and advice regarding relevant aspects of the management of the Prison through the formation of an Indigenous Advisory Board.
- (i) The Contractor must use all reasonable endeavours to procure the establishment of the Indigenous Advisory Board and ensure that the broader West Australian indigenous communities and major indigenous cultural groups are represented on the Board.
- (j) Within 12 months after the Commencement Date, the Contractor must (with the support, guidance and advice of the Indigenous Advisory Board, where practicable), host a conference at the Prison and invite key decision-makers and stakeholders to discuss developing practices in the care of indigenous Prisoners, and the issue of the recruitment and retention of indigenous Contract Workers. Where appropriate, the Contractor must also hold conferences in regional areas to obtain the input of remote indigenous cultural groups and organisations.
- (k) The Contractor must ensure that, in developing a thematic response to the management of indigenous Prisoners, the indigenous Prisoners do not become segregated from their non-indigenous peers. In addition the Contractor must ensure that indigenous Prisoners do not receive, and are not perceived to receive, preferential treatment. The Contractor must take a whole-Prison community approach and actively promote cross-cultural activities, interaction and awareness.
- (l) The Contractor must adopt an integrated strategy, with measurable targets, for the management of all aspects of indigenous Prisoner care at the Prison and, in doing so, must liaise with relevant government departments, community groups and organisations, such as the Department of Education and Training, the Department of Indigenous Affairs, the Department of Housing and Works, the Department of Health, regional employers, NAIDOC, and indigenous Prisoners themselves.
- (m) The Contractor must use reasonable endeavours to procure the execution of a Memorandum of Understanding between the Contractor and Derbarl Yerrigan

Acacia Prison Services Agreement

Schedule 4

Health Services Inc detailing the parties' joint commitment to the integrated delivery of targeted offender programs to indigenous Prisoners at the Prison.

- (n) The Contractor must work with the Department of Indigenous Affairs to implement Family History Programs, Management of Heritage Site programs, and other relevant programs that will benefit indigenous Prisoners at the Prison.

2.18 Prisoner Management - Reception of Prisoners

- (a) To facilitate the reception of all Prisoners into the Prison, the Contractor must accept all Prisoners who are directed to the Prison with the proper authority when returning from courts or being transferred from other prisons.
- (b) The Contractor must put in place robust, auditable procedures to ensure that:
 - (i) no person is admitted into the Prison as a Prisoner without a valid commitment order or an approved placement as agreed with IMP or MAP placement approvals; and
 - (ii) the details of the commitment order are entered onto a permanent record as soon as practicable including:
 - (A) the reasons and authority for the commitment;
 - (B) the date of admission of the Prisoner; and
 - (C) details of the identity of the Prisoner, including country of birth and any claimed membership of an ethnic, cultural or racial group.
- (c) The Contractor must provide all Prisoners with the facilities to make a telephone call to inform their families of their imprisonment as soon as practicable after their admission to the Prison, or prior to their transfer to another prison, other than in exceptional circumstances. This telephone call must be provided to the Prisoner free of charge and, pursuant to section 2.5, must be of at least five minutes duration and, in the case of foreign nationals, may be to any location in the world. If, at the time of reception, the person whom the Prisoner wishes to contact is unavailable, the Prisoner may carry this entitlement forward for 24 hours.
- (d) The Contractor must screen all Prisoners upon reception to enable an initial health assessment to be carried out in order to identify and provide appropriate intervention for any pressing medical condition (including drug, alcohol or mental health needs) and welfare concerns.
- (e) The Contractor must provide all Prisoners with appropriate opportunities to make arrangements for the welfare of their children, next of kin or other dependents as soon as practicable after admission. This will usually be carried out as part of the Induction and Assessment Process described in section 2.19 but if the Prisoner's need is pressing, the Contractor must respond flexibly and provide such additional facilities to the Prisoner as are required.
- (f) In order to maximise the understanding of information by Prisoners and to aid the better assessment of Prisoners, a further or extended period of assessment and

Acacia Prison Services Agreement

Schedule 4

orientation, referred to as the Induction and Assessment Process, will be provided to Prisoners.

- (g) The key Contract Workers and others contributing to the reception process are:
 - (i) the Visits Reception - Unit Manager (or equivalent) who manages the process;
 - (ii) Reception Officers who deliver the process;
 - (iii) an Induction Counsellor (or equivalent), a member of the Induction and Assessment Process team, who informs of next steps;
 - (iv) an indigenous Contract Worker who attends reception for indigenous Prisoners;
 - (v) a Personal Advisor who has the Prisoner pre-allocated and attends the reception where practicable;
 - (vi) a Nurse Practitioner (or equivalent) who carries out health screening; and
 - (vii) a Buddy who provides peer support, assistance and information as necessary.
- (h) The Contractor must ensure that the reception process is a formal, documented process and that the Prisoner is aware of behavioural parameters from the outset, through a simple and concise Compact which contains:
 - (i) key summary information necessary for the Prisoner to understand the Prison regime and the requirements placed on Prisoners; and
 - (ii) a written code of conduct summarising the behaviour required of the Prisoner including the work conduct requirements referred to in section 4.1(f).
- (i) The Contractor must ensure that the Prisoner, upon completing the reception process, has all information necessary for him to operate without loss of opportunity or ignorance until the Induction and Assessment Process commences.
- (j) The Contractor must ensure that all information described in this section 2.18 is provided to Prisoners in an understandable format and using translations, easy-read documents, the assistance of the persons described in paragraph (g) and a welcome video in various languages. All information must also be conveyed orally and presented in a linguistic and culturally relevant form, using interpreters where necessary.
- (k) The Contractor may provide a Walkman with an audio introduction to the reception process, Induction and Assessment Process and the Prison.
- (l) The reception process must involve the use of a first-night 'suite' given the vulnerability of newly received Prisoners and the statistically proven increase in self-harm ideation and action during this period. The first night 'suite' is an area where Prisoners enter cells that are softened in the décor, have additional facilities and an increased presence of Contract Workers.

Acacia Prison Services Agreement

Schedule 4

- (m) Within 12 months after the Commencement Date the Contractor must develop a complete set of first night procedures for inclusion in the Prison Operating Manuals.
- (n) The Contractor must be careful to demarcate the reception process and the Induction and Assessment Process on the basis that the reception process should ensure the safety and welfare of the Prisoner and provide immediate, necessary knowledge while the Induction and Assessment Process addresses the Prisoner's longer term needs.
- (o) The Contractor must comply with Operational Instruction 8 (Prisoner's Private Property), Operational Instruction 12 (Management of Prisoner's Money), Policy Directive 18 (Orientation), Policy Directive 26 (Searches), Policy Directive 28 (Escorts), Policy Directive 29 (Court Attendance), Policy Directive 42 (Prisoners Property), Policy Directive 47 (Re-entry Release Orders), Policy Directive 52 (High Security Escort Procedures), Director General's Rule 18 (Assessment and Care – Management of Prisoners), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the reception of Prisoners at the Prison.

2.19 Prisoner Management - Induction

- (a) The Contractor must provide a formal induction to each Prisoner which must be completed within 2 weeks of the Prisoner being received into the custody of the Contractor at the Prison (***Induction and Assessment Process***). The Induction and Assessment Process will take place in a dedicated unit set aside for the purpose.
- (b) Protection Prisoners must receive the Induction and Assessment Process delivered locally to their residential location.
- (c) The Contractor must ensure that upon completion of the Induction and Assessment Process:
 - (i) the Prisoner is safe;
 - (ii) the Prisoner is apprised of the philosophy of the Prison;
 - (iii) the security status of the Prisoner has been confirmed;
 - (iv) the Prisoner's support network has been apprised as to his location;
 - (v) the Prisoner's needs have been fully assessed;
 - (vi) the Prisoner has an agreed plan to address his needs and a timetable through which to do it;
 - (vii) the Prisoner is aware of the expectations for the Prisoner's behaviour and attitude and has agreed to meet those expectations;
 - (viii) the Prisoner is aware of what is expected of him in terms of effort, application and outcome and has agreed to meet those expectations;
 - (ix) the Prisoner understands the routines of the Prison;
 - (x) the Prisoner has experienced a range of activities;

Acacia Prison Services Agreement

Schedule 4

- (xi) the Prisoner has started the re-entry process;
 - (xii) the Prisoner has started to be forward looking, outward looking and optimistic;
 - (xiii) the Prisoner is aware of the different levels comprising the EPI Scheme described in section 1.9 and how they are achieved;
 - (xiv) the Prisoner is identified if he is at risk or vulnerable from other Prisoners; and
 - (xv) the Prisoner is aware of the various functions of the Prison including the Prison Canteen Service, External Prisoner Purchases, telephones and mail systems and education, work and training opportunities.
- (d) The Contractor must involve Buddies (as that term is defined in section 2.25) in the Induction and Assessment Process.
 - (e) The Contractor acknowledges that the Induction and Assessment Process is as much about attitude and dialogue, agreement and opportunity as it is about information.
 - (f) The Contractor must make available dedicated Contract Workers to conduct the Induction and Assessment Process for a Prisoner and must ensure that Contract Workers who will be working with the Prisoner on an on-going basis are involved in the process. The Induction and Assessment Process must take place across the Prison and involve the introduction of the Prisoner to other Prisoners and Contract Workers and to areas of operation.
 - (g) The Contractor must ensure that Prisoners also undergo an appropriate induction and assessment process prior to progressing or regressing between EPI Scheme levels.
 - (h) The Contractor must ensure that all information described in this section 2.19 is provided to Prisoners in an understandable format and using translations and easy-read documents. All information must also be conveyed orally and presented in a linguistic and culturally relevant form, using interpreters where necessary.
 - (i) The Induction and Assessment Process will be a core Prison function and, as such, provide opportunities for Responsible Prisoners, themselves beneficiaries of the process at an earlier date, to assist.
 - (j) As a core Prison function, regular evaluation of the Induction and Assessment Process will be undertaken. The Contractor must request every Prisoner to complete an evaluation form upon completion of the Induction and Assessment Process and, at the same time, ensure that the Prisoner undertakes a final tick-list of the items covered in the process so that he has an opportunity to query any points. The Contractor must perform a formal evaluation of the Induction and Assessment Process on an annual basis.
 - (k) The Contractor must comply with Policy Directive 18 (Orientation) and all other Legislative Requirements applicable to the induction of Prisoners.

Acacia Prison Services Agreement

Schedule 4

2.20 Prisoner Management - Management of Illicit Substances

- (a) In this section 2.20:
- Adulterated Sample* means a urine sample provided by a Prisoner which has been adulterated by adding a substance to the sample other than water, for example, soap or bleach; and
- Diluted Sample* means a urine sample provided by a Prisoner which has been diluted by the Prisoner ingesting substantial amounts of water prior to giving the sample or by adding water to the sample after it is taken.
- (b) The Contractor must utilise a number of independent but mutually supportive strategies to identify Prisoners who are engaged in high risk behaviours, including substance abuse, and use appropriate methods to address them.
- (c) The Contractor must put in place effective processes to manage the dispensing of medication to Prisoners and prescription medication is provided on the basis of assessed need pursuant to the Contractor's health care strategy and not on the basis of demand.
- (d) The Contractor must ensure the integrity of all urine samples taken from Prisoners including by preventing the provision of Adulterated Samples and Diluted Samples by Prisoners.
- (e) The Contractor must ensure that
- (i) urine samples are taken from Prisoners on the RDT List as directed by the State;
 - (ii) urine samples are taken in accordance with the State's testing requirements and Regulation 26;
 - (iii) the urine samples, upon being taken, are tested for the presence of Illicit Substances;
 - (iv) the urine samples are tested at a laboratory approved by the State and the results forwarded to the Prison;
 - (v) the results for all tests are recorded on TOMS;
 - (vi) all Positive Urine Sample Test Results (after taking account of any Mitigation Event) are reported and charged as an offence under section 70 of the Prisons Act; and
 - (vii) copies of the original certificates issued by the laboratory are submitted to the State within 10 Business Days of the tests being conducted.
- (f) The Contractor must ensure that:
- (i) health services are in place to manage Prisoners under the influence of substances;
 - (ii) targeted testing of Prisoners with identified substance misuse histories is carried out;
 - (iii) random testing is carried out as directed by the Department; and

Acacia Prison Services Agreement

Schedule 4

- (iv) Prisoners are able to commence on pharmacotherapy treatment programs or continue such programs.
- (g) The Contractor must bear all costs of random and targeted samples. Requests made by the State for specific testing, other than the monthly, random 5% testing and targeted testing, will be paid for by the State.
- (h) The Contractor must:
 - (i) use reasonable endeavours to prevent illicit substances from entering the Prison, the manufacture of alcohol by Prisoners in the Prison and the trade or exchange of prescription medications within the Prison;
 - (ii) ensure that where Prisoners gain access to illicit drugs, appropriate procedures including health management procedures are initiated; and
 - (iii) ensure that if a Prisoner has a history of drug, alcohol or substance abuse, he will be encouraged and facilitated to engage in an appropriate treatment program as soon as practicable.
- (i) The Contractor must take appropriate measures to identify the presence of any illicit substances in the Prison and take all reasonable steps to remove them.
- (j) The Contractor must ensure that each new Prisoner is introduced to the Contractor's illicit substance education program as part of the Induction and Assessment Process.
- (k) The Contractor must operate a Voluntary Testing Unit (with an associated programme) in recognition of the development of the Responsible Prisoner concept that lies at the heart of its vision.
- (l) The Contractor acknowledges that interventions aimed at reducing or eliminating substance misuse patterns amongst Prisoners are likely to feature in many IMP targets.
- (m) The Contractor acknowledges the content of the May 2003 Justice Drug Plan and its strategies including those of reducing supply, reducing demand and reducing harm.
- (n) The Contract must comply with Operational Instruction 3 (Security and Control), Operational Instruction 17 (Searches of Department of Justice Personnel and Service Providers), Operational Instruction 18 (Searches of People Other Than Those Covered in Operational Instruction 17, Seeking to Enter a Prison), Policy Directive 26 (Searches), the Prisons Act and all other Legislative Requirements applicable to the management of illicit substances at the Prison.

2.21 Prisoner Management - Assessment and Management of Prisoners Identified as "at risk"

- (a) The Contractor acknowledges that Prisoners may pose a risk to themselves and the reasons for this may be many, complex and enduring. The Contractor acknowledges that the risk drivers may be subtle and hidden, sometimes

Acacia Prison Services Agreement

Schedule 4

- intentionally, and that an on-going assessment of each Prisoner's "at risk" status and the Contractor's response posture is required.
- (b) The Contractor must ensure the safety of all Prisoners identified as "at risk" at the Prison by developing and implementing procedures that:
- (i) enable the location of each Prisoner to be known at all times in accordance with section 1.7;
 - (ii) provide sufficient Contract Workers to deter misconduct, enforce rule compliance and supervise the safety of all Prisoners;
 - (iii) provide an immediate and effective incident response;
 - (iv) prevent Prisoners from being under the control of other Prisoners;
 - (v) enable Prisoners to alert Contract Workers to threats to a Prisoner's safety;
 - (vi) ensure the provision of accommodating "at risk" Prisoners in special cells if they are regarded as in crisis;
 - (vii) ensure that each Prisoner's "at risk" status is taken into account when reviewing IMPs and MAPs; and
 - (viii) enable the reporting of incidents of attempted suicide and self harm to the Department via TOMS.
- (c) The Contractor must ensure that:
- (i) all Contract Workers are trained to recognise "at risk" indicators, to recognise what action they should take in circumstances where they identify a Prisoner as being at risk, in first aid procedures, and in relevant policies and procedures and reporting requirements;
 - (ii) a Prisoner Risk Assessment Group (**PRAG**) consisting of a member of the Contractor's management team, a member of the Prison Counselling Team, a medical member and at least one unit supervisor is formed;
 - (iii) any Prisoner identified as being at chronic risk by the PRAG is subject to ongoing monitoring in the general Prison population; and
 - (iv) any Prisoner identified as being in crisis or "at risk" of self harm by PRAG is managed by the At Risk Management System (**ARMS**) described in Policy Directives 11 and 32.
- (d) The Contractor must comply with the arrangements in place immediately before the Commencement Date for inter-prison transfers of Prisoners needing acute in-patient psychiatric care from the Prison to Casuarina Prison.
- (e) The Contractor's approach to the assessment and management of Prisoners is to differentiate chronic and acute risk factors and to retain and manage "at risk" Prisoners in general location and accommodation where possible but to separate them when risk assessment so dictates.
- (f) The Contractor's full and active Purposeful Day, delivering a Purposeful Prison, is one which provides constructive distraction and achievement for "at risk"

Acacia Prison Services Agreement

Schedule 4

Prisoners. The Contractor is aware that risky behaviour and self-harm seldom occurs in group settings and will configure its management of "at risk" Prisoners accordingly.

- (g) The Contractor must investigate possibilities for improving ARMS by using its own assessment and management process Risk Assessment Management Team (*RAMT*), to develop the work already practised by the PRAG including the style of assessments, interventions and case work undertaken.
- (h) The Contractor must individually case manage Prisoners identified as "at risk" through a multi disciplinary team in order to reduce the risk. The Contractor must operate three levels of risk management requiring three levels of intervention:
 - (i) Level 3 – checks of the Prisoner to be conducted approximately every 30 minutes;
 - (ii) Level 2 – checks of the Prisoner to be conducted approximately every 15 minutes; and
 - (iii) Level 1 – checks of the Prisoner to be conducted every 2 minutes (constant check – Crisis Care).

For each of these levels the Contractor will reflect best practice by varying the interval between checks whilst retaining the requisite number of checks per hour.

- (i) If logistics associated with the location of "at risk" Prisoners throughout the Prison complex proves a difficulty, the Contractor must relocate some or all "at risk" Prisoners to Crisis Care.
- (j) The Contractor must involve the "at risk" Prisoner, appropriate groups and agencies and the Prisoner's family in the management of the Prisoner.
- (k) The Contractor must ensure that first aid kits and grab bags are appropriately stocked and located throughout the Prison.
- (l) The Contractor must ensure that the Suicide and Self Harm Prevention Strategy (which is part of the wider Violence Reduction Strategy) is supported by other residential staff, Healthcare staff and Buddies (as that term is defined in section 2.25) and is linked to other strategies including the Personal Adviser Scheme.
- (m) The Contractor must ensure that Contingency Plans identify the role of Contract Workers who attend as 'first on the scene' and further roles in order to manage an appropriate response to deal with the issues presented.
- (n) The Contractor acknowledges that evenings and night periods are periods of high risk as it is usually at these times that Prisoners are less active and have more time to brood on issues. These periods can also increase feelings of isolation which are risk triggers. The Contractor must minimise the risk of self harm during these periods including by increasing the frequency of checks conducted by Contract Workers, a Buddy providing additional support and the provision of in-cell activity.

Acacia Prison Services Agreement

Schedule 4

- (o) The Contractor must ensure that:
 - (i) the TOMS system is used to manage the recording of alerts for Prisoners “at risk”;
 - (ii) records reflect a Prisoner’s risk level whenever the Prisoner is transferring to or from the Prison;
 - (iii) incident reports are completed whenever a Prisoner is identified as undergoing an increase in risk level;
 - (iv) any known risk level is identified and reflected in each Prisoner's Sentence Planning Documents; and
 - (v) it complies with the requirements of the prescribed process for treating Prisoners undergoing any risk issue.
- (p) The Contractor must comply with Policy Directive 11 (Prisoners Placed in Observation and Medical Observation Cells), Policy Directive 32 (Prisoners at Risk of Self Harm), Operational Instruction 15 (Anti-Bullying) and all other Legislative Requirements applicable to the assessment and management of "at risk" Prisoners.

2.22 Prisoner Management - Management of Prisoners Requiring Protection (from other Prisoners)

- (a) The Contractor must:
 - (i) prevent Prisoners from being under the control of other Prisoners;
 - (ii) enable Prisoners to alert Contract Workers to threats to Prisoner's safety;
 - (iii) identify Prisoners who are at risk from other Prisoners;
 - (iv) ensure the placement of any Prisoner requiring protection in a safe and secure area;
 - (v) use reasonable endeavours to ensure that any Prisoner requiring protection is afforded the same work, education and vocational training and program opportunities as are afforded to other Prisoners at the Prison; and
 - (vi) ensure that any Prisoner requiring protection can access the same health, recreation and chaplaincy opportunities as are afforded to other Prisoners at the Prison.
- (b) The Contractor must ensure that:
 - (i) the behaviour of “protection Prisoners" is monitored by Contract Workers to ensure that they are protected as necessary and that their need for protection is reviewed at least once fortnightly;
 - (ii) strategies are in place to minimise protection applications by prioritising management options for perpetrators of violence; and
 - (iii) protection Prisoners have an alert to this effect on TOMS.

Acacia Prison Services Agreement

Schedule 4

- (c) The Contractor must provide escorts to protect Prisoners where appropriate, regularly assess, at least fortnightly, protection arrangements in place to determine whether they should continue or be modified in any way and implement appropriate assessment techniques to process a Prisoner's request for protection.
- (d) The Contractor must ensure that protection Prisoners are:
 - (i) managed fairly and openly without discrimination on the grounds of offence type, race, colour, gender, sexual orientation, marital status, physical or mental impairment, language, religion or other opinion, national or social origin, property, birth or other status, except as necessary in properly meeting the needs of a disadvantaged group; and
 - (ii) managed within a prison system that provides for graduated levels of restriction and security according to the risk posed to the Prisoner and located so as to be as accessible as practicable to the community of interest of the Prisoner.
- (e) The Contractor must ensure that its Contract Workers:
 - (i) are trained to understand issues concerning protection Prisoners and to appropriately assess the risk that protection Prisoners state they are under or that they are under;
 - (ii) in particular, Contract Workers involved in the reception of Prisoners, the provision of healthcare to Prisoners and the Induction and Assessment Process, identify Prisoners they perceive would require protection from other Prisoners; and
 - (iii) balance the need to arrange protection for Prisoners, with the requirement to challenge Prisoners who make erroneous demands to be so located, recognising that this is a constant source of tension and the Contractor's arrangements for management, support and guidance in this regard must be comprehensive.
- (f) The Contractor must ensure that equality of opportunity for protection Prisoners is achieved and maintained within the operational constraints of the Prison environment and augment it with appropriate outreach provision.
- (g) Placement on protection is a reactive strategy and, therefore, one that the Contractor is keen to minimise. The Contractor's focus is on preventative measures and its suite of interventions under the Violence Reduction Strategy, itself an integral demonstrator of the Contractor's operational philosophy and development of the Responsible Prisoner, are intended to effectively manage and minimise the attitudes and behaviours that trigger the initiation of protection.
- (h) The Contractor must comply with Operational Instruction 4 (Management of Prisoners Requiring Protection) and all other Legislative Requirements applicable to the management of Prisoners requiring protection.

Acacia Prison Services Agreement

Schedule 4

2.23 Prisoner Management – Management of Prisoners Posing a Threat to other Persons

- (a) The Contractor must identify and manage Prisoners who present a risk to other persons at the Prison including Contract Workers, Visitors and other Prisoners and place them in situations which minimise their opportunities to harm others or to be harmed.
- (b) The Contractor must ensure that the fact a Prisoner presents a risk to others is taken into account when reviewing the requirements in the Prisoner's Sentence Planning Documents.

2.24 Prisoner Management - Management of Special Needs Prisoners

- (a) In addition to any applicable obligations in sections 2.17, 2.18, 2.19 and 2.21, the Contractor must:
 - (i) take account of the special needs of:
 - (A) Aboriginal Prisoners;
 - (B) Prisoners of the CALD group;
 - (C) disabled Prisoners; and
 - (D) geriatric and aged and infirm Prisoners;
 - (ii) ensure that those Prisoners with special needs (including Prisoners with limited literacy skills, Prisoners from remote areas or other countries and Aboriginal Prisoners) have contact with their families maximised; and
 - (iii) manage each group of special needs Prisoners in a pro-social manner.
- (b) The Contractor must ensure that:
 - (i) Prisoners with special needs are effectively linked to relevant support agencies and visits to support agencies are facilitated;
 - (ii) all Prisoners spending more than 12 consecutive months in the custody of the Contractor at the Prison are afforded the opportunity to attain basic literacy skills to a minimum National Reporting System Level 2;
 - (iii) aged and infirm Prisoners (geriatrics) at the Prison are accommodated in a specialist unit that provides an adjacent passive exercise area;
 - (iv) the specific health and service needs of geriatric Prisoners are satisfied including:
 - (A) the involvement of a carer, additional health assessments and the development of IMPs that address their specific requirements; and
 - (B) specific work, education and training programs and the referral, if necessary, to relevant community agencies for specialist assistance;
 - (v) assessment processes exist to identify Prisoners with special needs; and
 - (vi) policies and procedures specify accommodation, management and service provision for Prisoners with special needs.

Acacia Prison Services Agreement

Schedule 4

- (c) The Contractor must conduct a population profiling exercise of the Prison every two years to clearly understand the nature of the Prison population and its needs.
- (d) The Contractor must conduct a needs assessment of each Prisoner upon his reception into custody to identify any special needs of the Prisoner.
- (e) The Contractor must create and publish a Diversity Strategy, including a disability policy, which explains the Contractor's approach to dealing with special needs Prisoners and the services in place for such Prisoners and must inform Prisoners of the support and services available.
- (f) The Contractor must operate in a flexible manner and address individual Prisoners and their needs on a personal basis. Whilst this approach is more intensive, the Contractor recognises that there is little to be gained from delivering ineffective or poorly focused generic services.
- (g) The Contractor must ensure that Contract Workers who work with Prisoners with disabilities are given access to the range of support services available to them through government and professional non-government agencies throughout Western Australia.
- (h) In terms of educational progression, the Contractor considers that the progress of a Prisoner is more important than the level of education achieved. For example, a low-skilled Prisoner gaining a reasonable level of competency may result in greater social capital than a more able peer gaining even better skills. In these circumstances, the Contractor proposes to use a system where educational improvements of Prisoners are based on the same increase in ability, but from different starting points. Put simply, a very low ability will be developed to an acceptable level, an acceptable level developed to a good level, and a good level developed into an excellent level. Under the Contractor's approach all Prisoners are expected to travel the same distance, albeit from different starting points.
- (i) At the same time, the Contractor must not limit a Prisoner's ambition or progress and must assist the Prisoner to achieve whatever level the Prisoner desires to, or is capable of, achieving.
- (j) The Contractor must monitor Prisoners' progress, and ensure that Prisoners are not faced with a benchmark that is unachievable or insufficiently challenging, through the performance of initial and on-going educational assessments of Prisoners.
- (k) The Contractor must work closely with the Department's Disability Services Unit, the Department's Education and Vocational Training Branch and community groups to ensure service provision to special needs Prisoners is the most effective and relevant possible.
- (l) The Contractor must seek to recognise Prisoners' abilities and set realistic and challenging targets which they can achieve.
- (m) The Contractor must comply with Policy Directive 8 (Prisoners With a Terminal Illness), Policy Directive 16 (Prostheses/Ortheses/Special Equipment and Appliances), Operational Instruction 10 (Prisoners With Disabilities) and all other

Acacia Prison Services Agreement

Schedule 4

Legislative Requirements applicable to the management of Prisoners with special needs.

2.25 Prisoner Management - Peer Support Strategy

- (a) The Contractor must implement a network of Prisoner 'buddies' to offer peer support to Prisoners who are in crisis but not at such a level that formal crisis-care is needed.
- (b) The Contractor must ensure that:
 - (i) there are at least two positions for Buddy Managers filled by Contract Workers who oversee Prisoners participating in peer support (*Buddies*);
 - (ii) Buddies are managed by a member of the Prison Counselling Team;
 - (iii) Buddies receive training which provides them with the necessary skills for their role, an appreciation of the importance of their role and the sensitivity of the situations they may encounter;
 - (iv) Buddies are aware of the limitations of their role and to whom they should report matters;
 - (v) Buddies are never in a position of supervision over any other Prisoner;
 - (vi) Buddies meet at least fortnightly with the Buddy Managers, the Contractor's management team and the member of the Prison Counselling Team who manages them; and
 - (vii) Buddies are able to de-brief to a member of the Prison Counselling Team.
- (c) The Contractor must ensure that:
 - (i) Contract Workers are aware of the value of peer support processes and interact positively with Buddies; and
 - (ii) Buddies' training includes methods of offering support to fellow Prisoners and, in particular, how to identify any change in the risk level of the Prisoner to whom they are offering support.
- (d) The Contractor must consider expanding the Buddy role to encompass resettlement issues including offering advice on issues such as housing and employment. As peripatetic 'members' of the Resettlement Team, they would allow wider and deeper penetration into the Prison of valuable advice and resettlement strategies.
- (e) The Contractor must ensure that the Buddy network is formally managed by the two Buddy Managers and thence by the Prison Counselling Team and the Contractor's Assistant Director – Residential Services (or equivalent).
- (f) The Contractor must provide Buddies with teams in each of Basic, Standard and Enhanced level accommodation and also in key areas such as reception, the Induction and Assessment Unit, and the Disciplinary Management and Prisoner Development Unit (the latter two subject to individual risk assessment by Contract Workers).

Acacia Prison Services Agreement

Schedule 4

- (g) The Contractor must ensure that each Buddy completes his training regarding the role of a Buddy before he becomes active as a Buddy. The Contractor must ensure that all Contract Workers are aware of the Buddy network, what a Buddy can do and what they cannot do, and that a Buddy is to add to care in appropriate situations, but not to replace care in any way.

2.26 Prisoner Management - Prisoner Businesses

- (a) The Contractor must ensure that, in accordance with applicable Legislative Requirements:
 - (i) Prisoners do not carry on a business from Prison;
 - (ii) Prisoners do not operate bank accounts at any external agency.
- (b) The Contractor must ensure that during the reception process described in section 2.18 the Prisoner is asked if there are any business issues to be managed. If so, and at the Prisoner's expense, the Contractor will make available resources, such as communication facilities, through which the Prisoner may arrange for the business interests to be transferred to a third party, wound-up, or temporarily suspended.
- (c) The Contractor acknowledges the CEO's ability to apply to the court for a curator to be appointed to carry on the business of a Prisoner under Chapter LXVIII (68) of the Criminal Code.
- (d) The Contractor acknowledges that these transitional arrangements are the business of the Prisoner, and must ensure that the Prisoner notifies Contract Workers when he is satisfied that he has taken all the actions required. The Contractor may not offer any formal guidance, advice or assistance to the Prisoner and must ensure that it is not, and does not become, involved in any way in any Prisoner's business and is not seen to be involved.
- (e) To ensure that Prisoners do not continue to operate businesses, the Contractor must monitor Prisoner communications in accordance with section 2.5, Prisoner financial details and liaise with partners to identify and stop any attempt by Prisoners to do so.
- (f) The Contractor must ensure that Prisoner access to, and management of, the existing bank accounts is similarly controlled. No access is to be permitted after initial actions are taken by the Prisoner to inform the bank of his circumstances and to put holding arrangements in place.
- (g) The Contractor believes that opening a bank account is a key element of resettlement and reintegration into the community. It is noted that many Prisoners do not hold bank accounts as a symptom of their isolation from 'mainstream' society. As part of resettlement activities the Contractor must assist Prisoners to open bank accounts and lodge the Prisoner's funds in them ready for the Prisoner's release.

Acacia Prison Services Agreement

Schedule 4

- (h) The Contractor must comply with Operational Instruction 12 (Management of Prisoners' Money), the Prisons Regulations and all other Legislative Requirements applicable to Prisoners' personal funds and businesses.

2.27 Prisoner Management - Prisoner Grievances - Complaint Procedures and Prisoner Dispute Resolution

- (a) The Contractor must ensure that:
 - (i) an effective Prisoner Grievance process is in place for Prisoners at the Prison;
 - (ii) the process provides a clear, accessible, fair and prompt system for lodging and resolving Grievances and that Prisoners are assisted to express their concerns and seek redress without fear of retribution;
 - (iii) the process provides linkage to the Prisoner Grievance system used by the Department;
 - (iv) Grievances are recorded on TOMS; and
 - (v) Grievances are determined according to a standardised process that:
 - (A) ensures that Prisoners are informed of the outcome of their complaint; and
 - (B) makes provision for appeal in cases where the Grievance is not resolved to the satisfaction of the Prisoner with appeals being dealt with quickly, equitably and credibly.
- (b) Any issue the subject of a Grievance should be raised, and all reasonable efforts made to resolve it, at Unit level first in accordance with Unit Management principles prior to the Prisoner lodging a Grievance.
- (c) Where a Prisoner wishes to lodge a Grievance, the Prisoner Grievance process shall be followed as detailed in the Prisoner Grievance Process Manual.
- (d) A Prisoner may access the Grievance process, regardless of his placement or any regime under which he is placed.
- (e) The Contractor must ensure that the Prisoner Grievance Form A is accessible and freely available to all Prisoners.
- (f) The Contractor's request and complaints procedure must record the initial application made by the Prisoner and identify the individual assigned to deal with it and record the details on TOMS.
- (g) The Contractor must ensure that a response is given to the Prisoner within seven working days of the Prisoner making the initial application. The response may be a verbal or written response and must be recorded in the Prisoner's file.
- (h) The Contractor must provide reasonable assistance required in the resolution of requests or complaints made by a Prisoner to a third party. Should a Prisoner wish to raise a concern which is outside the remit of the Contractor's requests and

Acacia Prison Services Agreement

Schedule 4

complaints procedure, the Contractor must advise the Prisoner of the appropriate process and give further assistance.

- (i) The Contractor must manage a requests and complaints process which allows minor issues and general enquiries to be dealt with quickly by Contract Workers. The Contractor must use all reasonable endeavours to resolve any and all issues before the formal complaints process is instigated, mindful of the absolute right of the Prisoner at any time to invoke it. The Contractor must ensure that Contract Workers are available for Prisoners to discuss their concerns and suggestions.
- (j) The PIAC will also offer Prisoners a forum for discussion and the airing of concerns. A pre-PIAC meeting will be held with the unit managers to discuss minor issues relating to the residential units or individuals located in them. Most issues will be dealt with at this point, however those which cannot be resolved to the mutual satisfaction of both parties will be carried forward to the main PIAC meeting. In addition specialist topics will be covered every four weeks, for example, the Prison Canteen Service, catering, the gym and healthcare.
- (k) Where a Prisoner makes a complaint in relation to a Contract Worker, or an allegation of assault by a fellow Prisoner, the Contractor must utilise its Investigations Officer to conduct a formal investigation and to bring the matter to the attention of the Western Australia Police where necessary or where the Prisoner has so requested. The Investigations Officer must also notify the Manager Internal Investigations pursuant to Prison Directive 41.
- (l) The Contractor must comply with Director General's Rule 5 (Requests and Complaints by Prisoners), Prison Directive 41 and all other Legislative Requirements applicable to Prisoner Grievances.

2.28 Prisoner Management - Privileges for Prisoners

- (a) The Contractor must provide a system of privileges for Prisoners which may be granted as a reward for behaviour and application or removed as a sanction.
- (b) For the purposes of this section 2.28, ***Prisoner Privileges*** includes:
 - (i) access to the Prison Canteen Service;
 - (ii) access to External Prisoner Purchases;
 - (iii) access to recreation, hobbies and sporting facilities or equipment;
 - (iv) the retention of television sets, radios, cassette players or other electrical items in the Prisoner's cell;
 - (v) the retention of a computer in the Prisoner's cell;
 - (vi) accommodation of the Prisoner in a self care unit;
 - (vii) the retention of or access to musical instruments;
 - (viii) the retention of approved items of personal property in the Prisoner's cell;
 - (ix) access to the Prison library for recreational purposes; and
 - (x) any other privileges determined by the Contractor.

Acacia Prison Services Agreement

Schedule 4

- (c) The Contractor must:
 - (i) ensure that all Prisoners have fair and equitable access to Prisoner Privileges;
 - (ii) provide a verbal warning to a Prisoner before removing any Prisoner Privilege, unless the Prisoner's misbehaviour is sufficiently serious;
 - (iii) ensure that Prisoner Privileges are only removed after consultation with the Prisoner;
 - (iv) ensure that Prisoners with special needs are not adversely impacted by the removal of any Prisoner Privileges;
 - (v) use TOMS to record the loss of Prisoner Privileges; and
 - (vi) ensure that there is a transparent audit trail of the reason for the removal of any Prisoner Privileges.
- (d) Subject to paragraphs (d) and (e), the Contractor may withdraw a Prisoner Privilege from a Prisoner if, in its opinion:
 - (i) the Prisoner Privilege is being misused;
 - (ii) there has been a breach of a lawful order issued to the Prisoner;
 - (iii) the Prisoner Privilege constitutes a threat to, or breach of good order and the security of the Prison;
 - (iv) the withdrawal of the Prisoner Privilege constitutes a management option for failing to meet the standard of behaviour required by the Prison; or
 - (v) for any other reason approved by the CEO.
- (e) Before a Prisoner Privilege is withdrawn, the following process must be observed.
 - (i) The Contractor must inform the Prisoner of the facts giving rise to the proposed withdrawal of the Prisoner Privilege.
 - (ii) The Prisoner may make a submission to the Contractor regarding the proposed withdrawal of the Prisoner Privilege.
 - (iii) The Contractor, after due consideration, must inform the Prisoner of his or her decision.
 - (iv) The loss of the Prisoner Privilege and reason for its loss, including any ensuing discussions, must be recorded on the Prisoner's file.
- (f) If a Prisoner Privilege is withdrawn, the Prisoner may request a review of the withdrawal of that Prisoner Privilege in accordance with applicable Legislative Requirements.
- (g) The Contractor proposes to link Prisoner Privileges to each EPI Scheme level with Basic level Prisoners enjoying a base level of Prisoner Privileges, Standard level Prisoners a higher level of Prisoner Privileges and Enhanced level Prisoners the greatest range and amount of Prisoner Privileges.

Acacia Prison Services Agreement

Schedule 4

- (h) The Contractor must ensure that Prisoners are able to see the advantages to them of EPI Scheme progression in addition to the worth of the activities they are undertaking.
- (i) A Prisoner may lose Prisoner Privileges through an EPI Scheme down-grading, through a Loss of Privilege Order (*LOPO*) which is a specific sanction for an act or failure that, by itself, does not warrant an EPI Scheme review or as a result of a hearing of a proven disciplinary offence.
- (j) Pursuant to section 5.13, this may involve a reduction in the Prisoner's gratuity but may also be a temporary restriction of any or a combination of privileges.
- (k) As soon as practicable after the Commencement Date, the Contractor must develop a facilities list which enables Prisoners and Contract Workers to know, at a glance, what each Prisoner on an EPI Scheme level may have.
- (l) The facilities list must be developed in consultation with Prisoners via the PIAC and must be reviewed annually.
- (m) The Contractor must comply with Policy Directive 3 (Hierarchy of Management (Privilege) Regimes and Close Supervision), Director General's Rule 3 (Privileges), Operational Instruction 1 (Hierarchical Management of Prisoners), Operational Instruction 8 (Prisoners Private Property), Operational Instruction 11 (Prisoner Purchases and Canteen Management), Operational Instruction 12 (Management of Prisoners' Money) and all other Legislative Requirements applicable to Prisoner Privileges.

2.29 Prisoner Management - Pro-Social Environment

- (a) The Contractor must ensure that a pro-social environment is developed and maintained in the Prison through Contract Worker/Prisoner relations, programs and management routines and by:
 - (i) treating Prisoners with due respect;
 - (ii) maximising/optimising each Prisoner's freedom of movement consistent with the need for order and security;
 - (iii) creating good relationships between Contract Workers and Prisoners; and
 - (iv) minimising physical barriers between Contract Workers and Prisoners and Visitors and Prisoners and making the Prisoner as "open" an establishment as possible within the confines of the perimeter of the Prison, subject to good order, security and safety considerations.
- (b) The Contractor must ensure that all Contract Workers performing Custodial Functions are:
 - (i) trained in conflict resolution and normalisation of the Prison environment;
 - (ii) trained in the use of negotiation and mediation as problem solving procedures;
 - (iii) trained in the special needs of Aboriginal Prisoners from various tribal groups;

Acacia Prison Services Agreement

Schedule 4

- (iv) de-briefed following incidents of Prisoner/Prisoner and Prisoner/Contract Worker conflict; and
 - (v) given access to counselling services designed to assist them with work related difficulties.
- (c) The Contractor must ensure that each Prisoner is:
- (i) managed as an individual consistent with the Department's principles and guidelines for the implementation of unit management, where the negative effects of imprisonment are to be minimised and ensure that the Prisoner is given as much opportunity as possible to manage himself in an appropriate manner and demonstrate his developing learning and skills;
 - (ii) managed without discrimination or harassment on the grounds of race, national origin, colour, sexual orientation, physical or mental impairment, language, religion, political or other opinion except as is necessary in properly meeting the needs of a disadvantaged individual or group;
 - (iii) given the maximum amount of freedom of movement and association consistent with the security of the Prison and the Prisoner's IMP;
 - (iv) classified at the lowest appropriate security level; and
 - (v) managed according to an incentive scheme encouraging good behaviour and compliance with rules.
- (d) The Contractor must ensure that, within the Prison, limitations and removals of freedom are consistent with security requirements and the freedom of Prisoners is not managed by reference to the lowest common denominator. Instead, the Contractor must manage each Prisoner individually to ensure the majority do not pay for his approach.
- (e) The Contractor must seek to provide a solution in which Contract Workers and Prisoners are continually and comfortably in each other's company as there is no substitute for human interaction in terms of communication, security, trust, intelligence and all other facets of Prison operations.
- (f) To the extent that the Contractor uses technology within the Prison, it must ensure that the technology does not form a barrier between pro-social interactions. The Contractor must encourage Contract Workers to deal with Prisoners face-to-face rather than from behind glass or in offices.
- (g) The Contractor must ensure that, in all its considerations, the Contractor's Senior Management Team protects and develops the pro-social environment in the Prison.
- (h) The Contractor acknowledges that Prisons are settings that are highly rule driven. A Prison that demonstrates a plethora of signs that say 'this must be done' or not done is generally indicative of one where Staff/Prisoners interaction may not be as developed as one might wish. The Contractor considers that signs are of limited use when over-relied upon and far better compliance will be achieved through a

Acacia Prison Services Agreement

Schedule 4

comprehensive Induction and Assessment Process and the gentle but insistent pressure of the pro-social environment.

- (i) The Contractor must ensure that Contract Workers at all levels model pro-social behaviour and understand what it means and the value it generates.
- (j) The Contractor must appropriately challenge unacceptable behaviour and practices from both Contract Workers and Prisoners and encourage an expectation of openness and respect. The Contractor must provide forums for discussion, consultation and information sharing and encourage Prisoners to participate in real decision making wherever possible and prudent.
- (k) The Contractor must ensure that key measures are based on the four cornerstones of imprisonment, including the IMP, EPI Scheme and its Operational Philosophy and Regime and Vision.
- (l) The Contractor must play an active role in looking at the wider issues of crime, particularly those seen as 'victim free', and in emphasising a more socially responsible attitude amongst the Prisoners. The Contractor must ensure that Prisoners re-engage with the community through personal reparation targets and volunteering.
- (m) The Contractor must celebrate the variations in culture and expectations in different communities and ensure that the realities of each individual's experience can be translated into an understanding of society and community expectations.

2.30 Prisoner Management - Psychological Services

- (a) The Contractor must develop a Prison Counselling Team including both forensic and clinical psychologists who will have a range of responsibilities throughout the Prison. Through this team the Contractor must ensure that Contract Workers cover a breadth of issues and that supervision and professional development is appropriately managed.
- (b) The Contractor must ensure that:
 - (i) any Prisoner who is assessed by a Contract Worker as being in crisis receives psychological counselling;
 - (ii) the Prison Counselling Team works closely with the Prison Health Service, particularly the Mental Health Nurse; and
 - (iii) the Prison Counselling Team works closely with its counterparts in the West Australian public prison system.
- (c) In managing psychological services, the Contractor must ensure that it staffs the Prison Counselling Team as required by the State. The Contractor acknowledges the need for one-to-one work with a Prisoner and undertakes to provide this in accordance with the Prisoner's IMP or MAP.
- (d) The Contractor acknowledges that there may be the opportunity to extend the psychological services provided by the Prison Counselling Team by involving external groups and voluntary organisations. The Contractor has experience

Acacia Prison Services Agreement

Schedule 4

working with groups who deliver guidance in the community and who extend this service into custodial settings and considers that this strategy could significantly increase the reach of its services and form part of the seamless transfer of support at release. In these circumstances, the Contractor will seek to develop a relationship with such groups and organisations in order to supplement the work undertaken by the Prison Counselling Team.

- (e) The Contractor acknowledges that good communication and integration are fundamental to the provision of psychological services and must use its reasonable endeavours to make all Contract Workers and other persons who work within the Prison feel part of the team and understand their role and the contribution they make. The Contractor must assist such persons to understand where they fit within the wider Prison estate and justice system and to make appropriate links and to access training to keep up their professional competence and share best practice.
- (f) The Contractor must ensure that its psychological staff liaise effectively with Prisoner counselling services provided in other prisons.

2.31 Prisoner Management - Release of Prisoners

- (a) The Contractor must:
 - (i) ensure that Prisoners are released on the earliest legal date;
 - (ii) ensure that no Prisoner is detained after his release date, except if he has so requested and that request has been approved in accordance with applicable Legislative Requirements;
 - (iii) maintain timely and accurate reporting and discharge planning to enhance a Prisoner's capacity to be released;
 - (iv) use best endeavours to ensure that where a Prisoner's home is not within the Perth metropolitan area, the Prisoner is transferred to and released from the Prison nearest the Prisoner's home unless the Prisoner requests to be discharged from the Prison in which case he will be treated in accordance with subclause (v) below;
 - (v) where a Prisoner's home is within the Perth metropolitan area, provide the Prisoner with a "fare home" or other means of transport to enable the Prisoner to return to his home; and
 - (vi) ensure that all Prisoner property and any accumulated unspent money is returned to a Prisoner upon his release.
- (b) The Contractor acknowledges that a Prisoner's release marks the end of a significant life period, the one of imprisonment at the Prison, and the start of a new period that is equally significant. These two periods must and will inform each other. The Contractor must place the emphasis of the Operational Philosophy and Regime on assuring this transfer is successful, sustainable and enduring.

Acacia Prison Services Agreement

Schedule 4

- (c) The Contractor considers that 'Gate Gap' is a major threat to the positive work undertaken by Prisoners during their time at the Prison, undermining the efforts of the Contractor and its partner agencies in the community. The Contractor must de-risk this critical juncture through integrated, seamless and over-lapping provision that ensures Prisoners do not face immediate and multiple barriers of an organisational and domestic nature that were entirely avoidable. The released Prisoner is at considerably heightened risk of re-offending, and will have enough of a challenge to avoid these pressures and deal with substantive re-entry issues, and should not be distracted and disheartened by administrative concerns.
- (d) The Contractor acknowledges that a Prisoner's release will be to freedom or to a supervised community order.
- (e) The Contractor must comply with Operational Instruction 8 (Prisoners Private Property), Operational Instruction 12 (Management of Prisoners Money); Policy Directive 18 (Orientation), Policy Directive 26 (Searches), Policy Directive 28 (Escorts), Policy Directive 37 (Discharge of a Prisoner), Policy Directive 42 (Prisoners Property), Policy Directive 47 (Re-entry Release Orders), Policy Directive 52 (High Security Escort Procedures), Director General's Rule 18 (Assessment and Care – Management of Prisoners), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the release of Prisoners.

2.32 Prisoner Management - Remand Prisoners

- (a) The Contractor must ensure that:
 - (i) remand Prisoners remain at the Prison if they elect to do so and the circumstances allow it;
 - (ii) remand Prisoners have, as a minimum, the same access to services as sentenced Prisoners including the ability to make External Prisoner Purchases;
 - (iii) remand Prisoners are presumed to be innocent until found guilty and are treated without restriction other than those necessary for Prison organisation and the security of the Prison and remand Prisoners;
 - (iv) the treatment of remand Prisoners is not less favourable than that of sentenced Prisoners;
 - (v) where practicable, remand Prisoners are not put in contact with sentenced Prisoners against their will;
 - (vi) remand Prisoners are given the opportunity to wear their own suitable clothing and, if Prison clothing is issued, it is of a type of clothing that is worn in the community and is not designed to humiliate the remand Prisoner;
 - (vii) where work is available, remand Prisoners are offered the opportunity to work, but are not required to work;
 - (viii) remand Prisoners who choose to work are paid as other Prisoners;

Acacia Prison Services Agreement

Schedule 4

- (ix) each remand Prisoner has a Personal Advisor and a MAP or IMP and, if education or vocational training or appropriate programs are available, the remand Prisoner is encouraged to avail himself of these opportunities;
 - (x) remand Prisoners are allowed to procure at their own expense or at the expense of a third party, such books, newspapers, writing material and other means of occupation as are compatible with the security and good order of the Prison;
 - (xi) remand Prisoners have increased visitor access at the discretion of the Contractor; and
 - (xii) remand Prisoners and all Prisoners who have legal matters pending, whether they are on remand or sentenced to a term of imprisonment, are able to meet and have telephone conversations with their lawyers, consistent with security requirements and have access to legal library resources, as far as practicable.
- (b) The Contractor must operate a differentiated regime for remand Prisoners which meets the needs of Prisoners, the Department and the wider justice system. This must be achieved in consultation with the Prisoner, taking into account his individual circumstances. For example, if a Prisoner is close to completing a vocational qualification and his status then changes, but his court appearances can be facilitated from the Prison, it is appropriate to encourage the completion of his training course as it is a key benefit for him.
- (c) The Contractor must ensure that remand Prisoners have increased levels of provision appropriate to their status, including the option to wear their own suitable clothes. The Contractor must balance the needs of remand Prisoners with those of the majority of the sentenced Prisoner population. For example, should a remand Prisoner make unreasonable demands, such as requesting to be held completely separately from all convicted Prisoners and not to come into contact with any such persons, this would greatly restrict the type of regime the Contractor could deliver for that person to the point of effective segregation. Therefore in such a case it would be much more beneficial for such a Prisoner to be held with the majority of the remand population and a management transfer would therefore be considered.
- (d) The Contractor must ensure that any Prisoner who changes in status to straight remand has his position explained to him and written material provided explaining his position and the increased entitlements associated with straight remand status. This will enable the Prisoner to discuss with Contract Workers issues of his management and make appropriate requests.
- (e) The Contractor must train Contract Workers to understand the differences in the status of remand Prisoners as opposed to convicted, un-sentenced and sentenced Prisoners, as the Contractor considers it is critical to understand that external court proceedings often create a considerable amount of additional pressure and stress, both for the Prisoner and his family, in addition to more formal variations in his management.

Acacia Prison Services Agreement

Schedule 4

- (f) The Contractor must comply with the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to remand Prisoners.

2.33 Prisoner Management - Separate Confinement

- (a) In addition to the requirements in section 1.11(e), the Contractor must ensure that:
 - (i) prolonged separate confinement, corporal punishment, punishment by placement in a dark cell, reduction of diet, sensory deprivation and all cruel, inhumane or degrading sanctions are not used;
 - (ii) the Prisoner is treated with respect and decency at all times and Contract Workers pay due regard to the dignity of the Prisoner;
 - (iii) the Contractor Superintendent does not exercise his or her powers under section 36 of the Prisons Act as a “matter of course”;
 - (iv) a record is made of the reason(s) for the separate confinement and the regime under which access to facilities and entitlements is determined;
 - (v) the Prisoner is informed verbally and in writing of the reason(s) for the separate confinement and the period of the separate confinement placement;
 - (vi) every Prisoner who is placed in separate confinement as a punishment is visited daily by:
 - (A) a member of the Contractor's management team;
 - (B) a representative of the medical officer; and
 - (C) a psychologist from the Prison Counselling Team;
 - (vii) such visitation is recorded in the Disciplinary Management Unit Occurrence Book, or similar;
 - (viii) if the medical officer or their representative, or member of the Prisoner counselling team advises the officer in charge of the Prison that they consider the termination or alteration of the separate confinement is necessary on grounds of physical or mental health, the separate confinement is immediately terminated or altered accordingly (unless the Prisoner is undergoing separate confinement as part of a disciplinary management regime, in which case it may not be terminated except at the direction of the Visiting Magistrate); and
 - (ix) the same requirements apply for Prisoners separately confined for management or administrative reasons.
- (b) The Contractor must ensure that, during any period of separate confinement, the Prisoner is held in suitable accommodation that is fit for purpose. This may be either the Prisoner's sleeping quarters (cell) or a disciplinary management cell located in the Disciplinary Management and Prisoner Development Unit.

Acacia Prison Services Agreement

Schedule 4

- (c) The Contractor must ensure that any decision by it to request an order under section 43 of the Prisons Act is reasonable in the circumstances and justifiable according to the threat the relevant Prisoner poses to the good order of the Prison. The Contractor acknowledges that any resulting order is not a punishment and must act accordingly. Before making such a request to the CEO (or delegate) the Contractor must consider all other options available to it.
- (d) If a Prisoner is subject to separate confinement at the time of his reception at the Prison, the Contractor must maintain the regime in place at that time for the period specified.
- (e) The Contractor must comply with Director General's Rule 1 (Management of Prisoners in Confinement), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the separate confinement of Prisoners.

2.34 Prisoner Management - Throughcare

- (a) The Contractor must manage each Prisoner at the Prison in accordance with assessment and case management requirements detailed in applicable Legislative Requirements and recommendations detailed in the Prisoner's IMP or MAP.
- (b) The Contractor must facilitate the seamless management of a Prisoner from provider to provider, before, during and after the Prisoner's imprisonment at the Prison.
- (c) The Contractor acknowledges that the Prison both receives and releases Prisoners, the latter either to another prison or to the community. The movement of a Prisoner may impact on the delivery and timing of the Prisoner's IMP if the move allows access to an appropriate intervention to meet a need or the new location requires additional support to be available to the Prisoner (for example, the community).
- (d) The Contractor acknowledges that Prisoners may be serving finite sentences or be eligible for Parole Board consideration and must work closely with the Community Corrections Officers placed in the Prison by the Department to manage the Community Transition Programme.
- (e) The Contractor must develop and implement a Resettlement Strategy that clearly outlines its service provision in the area of throughcare and the aims of the Prison in meeting the Prisoner's throughcare needs.
- (f) The Contractor must seek external support to facilitate this process, including drawing down external funding and create a multi-disciplinary, multi-agency Community Re-entry Team to manage throughcare issues and develop the linkages and partnerships required for a Prisoner to be successfully supported in a seamless manner.
- (g) The Contractor must establish clear protocols and communication structures to ensure the smooth incorporation of external groups and staff, and ensure that its Resettlement Strategy feeds into the wider prison system and supports the aims of the Department.

Acacia Prison Services Agreement

Schedule 4

- (h) The Contractor must develop throughcare principles for the Contractor's management and use of:
 - (i) prisons that operate as "feeder" or receiving prisons;
 - (ii) the Community Based Corrections Service;
 - (iii) family support networks;
 - (iv) External Accommodation Support networks;
 - (v) employment agencies;
 - (vi) education agencies; and
 - (vii) rehabilitation and development programs.
- (i) The Contractor must comply with Policy Directive 47 (Re-Entry Release Orders), Director General's Rule 18 (Assessment and Case Management of Prisoners) and all other Legislative Requirements applicable to the throughcare of Prisoners.

2.35 Prisoner Management - Voluntary Starvation (Hunger Strike)

- (a) The Contractor must ensure that, where a Prisoner embarks upon a course of voluntary starvation:
 - (i) all appropriate measures are taken to resolve any grievance(s);
 - (ii) the Prisoner's choice not to eat is respected;
 - (iii) all appropriate measures are taken to maintain the Prisoner's health including through counselling of the Prisoner, peer support, ongoing provision of food, monitoring of food and fluids and regular weighing of the Prisoner; and
 - (iv) the Contract Manager is notified as soon as possible and updated reports are made regularly.
- (b) The Contractor must ensure that voluntary starvation is managed as a health issue and healthcare staff govern decisions relating to the Prisoner during any such episode.
- (c) The Contractor must comply with Policy Directive 31 (Voluntary Starvation) and all other Legislative Requirements applicable to voluntary starvation by Prisoners.

3. Rehabilitation and Reintegration

3.1 Sentence Management and Case Management - General

(a) Definitions

Individual Management Plan or ***IMP*** means the plan developed for a Prisoner serving an effective sentence of 6 or more months in consultation with the Prisoner and approved by the State. The IMP spans the Prisoner's sentence through to release, identifies the Prisoner's needs and contains recommendation for prison

Acacia Prison Services Agreement

Schedule 4

placements, security classification and courses that will assist the Prisoner to live a pro-social life upon his release to the community.

Management and Placement Checklist - Remand (MAP-Remand) means the checklist completed for a Prisoner serving less than 6 months to determine initial security rating and placement for a straight remand Prisoner.

Management and Placement Checklist - Sentenced (MAP-Sentenced) means the checklist completed for a Prisoner serving less than 6 months to determine security rating and placement for a sentenced Prisoner.

Case Conference means a formal meeting convened to discuss a Prisoner's initial IMP and subsequent IMP reviews including the Prisoner's progress against the IMP. Special Case Conferences can also be called when there are particular concerns about a Prisoner's behaviour or circumstances.

(b) General Obligations of Contractor

The Contractor:

- (i) must work with the Department's sentence management systems and personnel, the Community Justice Services and any other relevant agencies, in the case management and sentence management process for Prisoners at the Prison in accordance with the requirements of this section 3.1 and section 3.2; and
- (ii) must comply with all applicable Legislative Requirements for sentence management and case management of Prisoners, including Director General's Rule 18 (Assessment and Case Management of Prisoners) and the Standard Guidelines for Corrections in Australia 2004.

3.2 Sentence and Case Management - Administration

(a) Sentence Management

- (i) The Contractor acknowledges that sentence management requires the administration, by the Contractor, in cooperation with the Department and any other relevant agencies, of the Sentence Planning Documents applicable in respect of each Prisoner, including the Prisoner's IMP or MAP, and that each Prisoner should already have an IMP or a MAP, upon the Prisoner's arrival at the Prison. In the event that a Prisoner does not have a MAP or IMP the Contractor may notify the Department to resolve the matter.
- (ii) Sentence Management is intended to achieve the following aims:
 - (A) to reduce the risk of re-offending by Prisoners by identifying areas of risk and providing IMPs for Prisoners during imprisonment aimed at reducing that risk;
 - (B) to enable Prisoners to make constructive use of their time in prison through structured IMPs;

Acacia Prison Services Agreement

Schedule 4

- (C) to provide strategies for Prisoners to avoid further offending and consequent further periods of imprisonment through the provision of appropriate programs for Prisoners and to work towards the possibility of the earliest release of Prisoners from custody;
 - (D) to provide information to assist administrators to target resources more effectively in order to ensure that prison regimes and services more closely match the identified needs of Prisoners;
 - (E) to determine the individual security rating and the appropriate placing of a Prisoner based on risk;
 - (F) to place Prisoners in programs based on Prisoner risks, needs and available resources;
 - (G) where practicable, to place Prisoners as close as possible to family, friends and/or significant others in order to promote family, community and social support; and
 - (H) to schedule regular reviews to assess a Prisoner's progress, placement and security rating.
- (iii) The Contractor's approach to sentence management must be governed by the following fundamentals:
- (A) to ensure effective sentence management, the Contractor must work closely with its colleagues in other prisons, the Department and other justice stakeholders to provide comprehensive information on the provision of sentence management at the Prison, its capabilities and its expertise;
 - (B) to ensure effective sentence management, the Contractor must carry out a review of all Sentence Planning Documents on the Prisoner's arrival to assess its currency and refine the planning documentation (in liaison with the State and the Prisoner) should this be considered advantageous ('At Arrival – Checking '). The Contractor notes that it is the responsibility of the feeder Prisons to discharge their duties in terms of the preparation of documentation, and if this is not done, and staff at the Prison are required to undertake additional duties as a result, that the Contractor may approach the Department for an appropriate resolution;
 - (C) to ensure effective sentence management, the Contractor must regularly review, on a planned and as-needs basis, sentence planning documentation to ensure continued currency, to respond to developing and changing needs and risks, and to move the hurdles forward to maintain the Prisoner's momentum ('During – Updating'); and

Acacia Prison Services Agreement

Schedule 4

- (D) to ensure effective sentence management, the Contractor must work closely with 'next-stage' providers and partners to provide provision that dovetails and overlaps with that provided within the Prison ('Before Leaving – Transferring').
 - (iv) The Contractor must promote good communication and record control in sentence management.
 - (v) The Contractor must ensure that its sentence management staff have a primary role in coordinating sentence management provision and recording activity.
 - (vi) The Contractor must work with the Department's sentence management systems and personnel and the Community Justice Services and any other relevant agencies, to ensure that there is timely provision of information regarding the Prisoner's progress to releasing authorities.
 - (vii) The Contractor must ensure that security of the Prison is managed efficiently and effectively by the placement of Prisoners in a range of accommodation options at varying levels of security.
- (b) Case management**
- (i) The Contractor acknowledges that case management requires the day-to-day provision of assistance and support to Prisoners by Case Officers, to assist Prisoners to achieve the goals and outcomes set out in their Sentence Planning Documents. In particular, Case Workers must work with each Prisoner to assess progress in the achievement of their goals and outcomes and sentence management targets, to inform any later sentence management processes.
 - (ii) The Contractor:
 - (A) must ensure that its Contract Workers provide a Case Officer role and describe the full responsibilities of Case Officers and the training which they will receive to ensure they have the capacity to perform their role;
 - (B) must describe how Case Officers' functions will be assessed and monitored on an ongoing and regular basis;
 - (C) acknowledges that the role of Case Officers in case management is intrinsic to the sentence management process; and
 - (D) must provide Case Officers with such ongoing training as may be required for their role and manage them in a way that reflects their status.
 - (iii) The Contractor must integrate with the Departmental System to ensure comprehensive and accurate record keeping for case management requirements.
- (c) Individual Management Plans**

Acacia Prison Services Agreement

Schedule 4

- (i) The Contractor must ensure that every Prisoner with an existing IMP has the IMP reviewed as scheduled and otherwise in accordance with applicable Legislative Requirements.
- (ii) The Contractor must ensure that each IMP for a Prisoner is updated as may be required and contains:
 - (A) details of any security concerns regarding the Prisoner (including past and current escape attempts and breaches of discipline);
 - (B) details of any critical incidents which may be relevant to maintaining the Prisoner's well-being and stressors relevant to the Prisoner's mental equilibrium, particularly relating to self-harm or suicide;
 - (C) the Prisoner's "at risk" status as identified pursuant to section 2.21;
 - (D) details of whether the Prisoner poses a threat to other persons as identified pursuant to section 2.23;
 - (E) information regarding the location of the Prisoner's family and visiting and telephone arrangements;
 - (F) details of other Prisoners or groups of Prisoners from whom the Prisoner should be separated;
 - (G) recommendations on sources of professional and informal support and help to the Prisoner;
 - (H) an assessment of the Prisoner's risk of re-offending both within the prison system and in the community;
 - (I) plans and recommendations for the Prisoner's education, employment, vocational skills development and involvement in programs designed to address the Prisoner's offending behaviour, risk of re-offending and maintain his health and well-being (including drug, alcohol and substance abuse programs); and
 - (J) progress against scheduled interventions.
- (iii) The Contractor must:
 - (A) use reasonable endeavours to ensure that each Prisoner sights and signs off his updated IMP following its review under this section; and
 - (B) keep each Prisoner's IMP confidential from other Prisoners.
- (iv) The Contractor must ensure that:
 - (A) programs are delivered to each Prisoner in accordance with the type, date, duration and intensity as scheduled in the Prisoner's IMP;
 - (B) any cancellations or waivers of a program by a Prisoner must be supported by robust evidence; and

Acacia Prison Services Agreement

Schedule 4

- (C) the inclusion of a Prisoner in a program, outside of those Prisoners scheduled to participate, must be supported by a diagnosed need.
- (v) The Contractor must arrange Case Conferences in accordance with each Prisoner's IMP.
- (d) **Management and Placement Checklists**
 - (i) The Contractor must ensure that the requirements contained within a Prison's MAP are met or are delivered to that Prisoner (as the case may be).

3.3 Prisoner Programs - Education and Vocational Training

- (a) **(Overview)** The Contractor acknowledges that:
 - (i) educational studies and traineeships support skills development and the rehabilitation of Prisoners;
 - (ii) as education and traineeships require the ongoing delivery of a service leading to the attainment of a certificate or qualification, a Prisoner's continuance of a course of study or traineeship is considered to be of equal importance to the delivery of the education or traineeship;
 - (iii) while it is expected that some Prisoners may wish to alter their planned education program, the Contractor must ensure that withdrawals are kept to a minimum; and
 - (iv) Prisoners wishing to withdraw from educational studies or traineeships must be counselled as to their actions.
- (b) The Contractor must plan and implement education and training programs at the Prison in accordance with this section 3.3 and applicable Legislative Requirements to facilitate greater employment opportunities for Prisoners upon their release from Prison through:
 - (i) assisting Prisoners to develop skills more relevant to gaining and retaining employment upon release;
 - (ii) increasing Prisoners' literacy and numeracy skills whilst in Prison; and
 - (iii) providing seamless and supported transition from Prison to Prison and from Prison to community educational settings or employment.
- (c) The Department may allocate Prisoner traineeship placements for Prisoners at the Prison where student selection, instructor supervision and industry work facilities at the Prison comply with the Department's traineeship requirements as notified to the Contractor from time to time. The Contractor must use its reasonable endeavours to gain Prisoner traineeship placements from the Department.
- (d) The Contractor must comply with the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia and any replacement of it.
- (e) As at the Commencement Date, the Contractor has consulted widely with a range of Western Australia education, training, employment, and personnel companies

Acacia Prison Services Agreement

Schedule 4

and organisations to ensure that it develops an integrated solution to the education and vocational training needs of the Prisoners at the Prison. As soon as practicable after the Commencement Date, the Contractor must develop an Education and Training Strategy for the Prison for inclusion in the Prison Operating Manuals.

- (f) The Education and Training Strategy must be based on the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia and must seek:
 - (i) to improve access to vocational education and training for Prisoners;
 - (ii) to support successful participation and attainment across a range of fields of study and levels of vocational education and training;
 - (iii) to contribute to the employment and learning pathways which can support the successful re-integration of Prisoners in the community; and
 - (iv) to create an accountable system that provides equitable vocational education and training outcomes for offenders.

- (g) The Contractor must comply with State standards regarding the provision of education and vocational training to Prisoners at the Prison and must ensure that:
 - (i) educational programs are conducted in accordance with the Australian Quality Training Framework – each program must have a standardised course guide document which lists its aims, objectives, modules, accreditation pathway and delivery methods;
 - (ii) service provision covers at least 48 weeks per year – service provision must be for 48 weeks for each individual element, but provision will be 52 weeks of the year as an element may close down for a short period while all others remain operational, the shut-down period(s) being used for continuing professional development for Contract Workers;
 - (iii) education coordinators hold, at a minimum, tertiary teaching qualifications, and Certificate IV Training and Assessment qualifications or any replacement of the Certificate IV qualifications – the post holder will either hold this, or achieve it within 12 months after the Commencement Date;
 - (iv) Contract Workers delivering education and vocational training to Prisoners hold the minimum qualifications required by the Australian Quality Training Framework and are provided with on-going professional development opportunities to enable them to have current vocational education training information – the post holders will either hold this, or achieve it within 12 months after the Commencement Date;
 - (v) student/teacher ratios reflect models of best practice for correctional environments (one to one, small group under 10, large group not more than 20). The Contractor will use student/teacher ratios of 1 to 1 and

Acacia Prison Services Agreement

Schedule 4

- groups of 8, 10 and 12 in education and groups of 16 in vocational training;
- (vi) there is a process in place that ensures that vocational training provided to Prisoners at the Prison is consistent with industry identified state skills shortages;
 - (vii) it maximises vocational training opportunities in Prison Industry activities – the Contractor's solution provides for six vocational training workshops with an accreditation focus first, and a limited production potential second; its five industries will deliver appropriate accreditation as a secondary element to production whilst Prison operations such as catering, cleaning and maintenance will all be mapped against accreditation criteria;
 - (viii) educational incentives are in place to encourage Prisoners' involvement in educational programs – the scale and detail of education provision will inform the IMP and must be based on local and prior assessments, the programs must be actively marketed, be attractive to Prisoners, education must attract pay parity with other activities, and progression and achievements must be recognised and rewarded;
 - (ix) educational screening, assessment and evaluation of applications by Prisoners for education/training enrolment are in place and are consistent with the Department's standards – the Contractor must ensure that applicants undergo a full education assessment and interview with senior education staff, the assessment being of an approved type. The Contractor acknowledges that unsolicited applications are unusual as changes in the provision of education are informed by the IMP reviews and based on need. However, applications from Prisoners to participate in additional activities over and above those contained within their IMPs will be welcomed;
 - (x) Contract Workers with tertiary teaching qualifications administer appropriate tests to screen, assess, counsel and evaluate Prisoners – as noted an authorised assessment tool will be used and Contract Workers must be qualified to the required level;
 - (xi) training products and delivery methods used by Contract Workers delivering education and vocational training to Prisoners accommodate diverse learning styles - each standardised course guide will contain details of differentiation strategies in terms of both delivery and content. Every month a Contract Worker will peer review a session by a colleague and carry out a critical peer review;
 - (xii) education records are maintained, recorded on the appropriate part of the Departmental System and provided to the Department within the timeframes specified by the Department – every student must have a personal Record of Achievement which will be portable and detail (in a

Acacia Prison Services Agreement

Schedule 4

Prison-environment free way) his assessments, activities, achievements and plans. Records must be transferred with the Prisoner;

- (xiii) education personnel develop operational plans for the education programs at each site that articulate throughout the system – the Education and Training Strategy must contain a list of action points that provide a task-list for the Department for the coming year, each of which must be tested for potential impact and integration issues with the wider estate;
 - (xiv) there is a system-wide policy/procedure(s) for tertiary educational programs and student participation – students must be encouraged to achieve at all levels including tertiary. The Contractor must provide such qualifications via distance learning arrangements but look to formally partner with an external college or university in regards to these and other qualifications;
 - (xv) policies and procedures are in place enabling the provision of a comprehensive education program on the system-wide level – the Contractor's developed service must dovetail with provision elsewhere, adhere to process and quality standards and reach beacon status with five years after the Commencement Date.
- (h) The Contractor's Education and Training Department must develop a Quality Assurance system that governs management/leadership, curriculum development, course delivery, accreditation routes, recording progression and links with next-steps education providers in the community. The system must comply with Departmental, State and National standards. The Contractor must undertake an annual review of the operations of its Education and Training Department.
- (i) A key fundamental basis for the Contractor's service is that Prisoners are not required to achieve at the same level. It is the 'distance travelled' that is the defining and desirable factor.
- (j) The Contractor acknowledges the Department's requirements that National Reporting System Level 2 is a benchmark to which student opportunity is to be focussed and that the social capital gained in an illiterate student reaching functional literacy may be greater than a more able student achieving still more. In these circumstances the Contractor's approach will be:
- (i) to assess the student to determine the start point;
 - (ii) to consider the entirety of the student's IMP requirements and time constraints;
 - (iii) to set a target achievable within 75% of the time available based on a standard progression rate applicable to all start points; and
 - (iv) to review and if possible re-set the target upwards when achieved.
- (k) The Contractor must comply with Operational Instruction 13 (Education and Vocational Training) and all other Legislative Requirements applicable to the education and vocational training of Prisoners.

Acacia Prison Services Agreement

Schedule 4

3.4 Prisoner Programs - Pharmacotherapy

- (a) The Contractor must:
 - (i) treat Prisoners for addiction using pharmacotherapy in accordance with the Department of Health's health services policy or any replacement of it;
 - (ii) ensure that the existing iris scanning technology continues to be used for the issue and recording of the issue of medication to Prisoners;
 - (iii) store medications and keep records of them in accordance with applicable Legislative Requirements; and
 - (iv) continue the arrangement of providing a methadone maintenance program and offer other forms of detox where appropriate.
- (b) The Contractor must provide Prisoners access to pharmacotherapy on the basis of identified need and must maintain the premise of equality of opportunity.
- (c) The pharmacotherapy service provided by the Contractor must cover the ranges of need, link into complementary services and operate within the broader context of drug treatment services.
- (d) The Contractor must ensure that Prisoner Addiction Services (*PAS*) nurses manage the pharmacotherapy service.
- (e) The Contractor must integrate substance abuse information across a range of subjects and into a number of courses where appropriate.
- (f) The Contractor must provide information and advice on substance abuse during the regular health checks to promote healthy lifestyles, given pursuant to section 2.10.
- (g) The Contractor must operate drug free units to encourage Prisoners to withdraw and stay clean and monitor the drug test results to assess levels of drug use at the Prison. This must form part of the Contractor's Drug Strategy for the Prison.
- (h) As drug, alcohol and substance abuse issues not only impact a Prisoner but his family too, the family support centre described in section 2.7 must be a focal point to develop a service for families and support them in facing their own issues. This will also support Prisoners with HIV or Hep C, in working through these issues with their families prior to and upon release.

3.5 Prisoner Programs - Psychological Interventions

- (a) (**Definitions**) In this section 3.5, the following definitions apply.
 - (i) ***Offender Program*** or ***Program*** means a structured intervention that addresses the factors directly linked to a Prisoner's offending behaviour.
 - (ii) The ***intensity*** of an Offender Program means the overall measure of the impact the Program is designed to have on offence related behaviour. The intensity of a Program varies in accordance with its duration, frequency and the complexity of its interventions. High intensity Programs are characterised by a range of interventions including cognitive behavioural.

Acacia Prison Services Agreement

Schedule 4

They provide information, develop offence-related insights and skills and address entrenched and complex psychological problems that underlie offending behaviour. Typically, low intensity Programs are characterised by information and raise awareness of issues that underlie aspects of offending behaviour.

- (iii) **Re-offence risk** means the risk of further offending.
- (b) **(Provision of Offender Programs)** The Contractor must:
 - (i) provide Offender Programs at the Prison which facilitate greater rehabilitation opportunities for Prisoners through:
 - (A) the delivery of Programs in accordance with Prisoners' IMPs; and
 - (B) the provision of seamless and supported rehabilitative transition from prison to prison and from prison to the community;
 - (ii) ensure that the individual rehabilitative needs of each Prisoner are afforded a high priority and accommodated in the Prisoner's IMP;
 - (iii) ensure that each Prisoner is encouraged to become engaged in one or more Programs directed to reducing re-offending subject to such being appropriate and indicated on his Sentence Planning Documents, including:
 - (A) a drug, alcohol and substance abuse treatment program;
 - (B) a program for anger management and aggression control;
 - (C) a violent offenders treatment program;
 - (D) an Aboriginal violent offenders treatment program, which combines substance abuse and anger management;
 - (E) a domestic violence perpetrators' treatment program; and
 - (F) a sex offender treatment program.
 - (iv) deliver life-skill and other supportive programs for Prisoners, in addition to clinical treatment programs.
- (c) **(Risk/Intensity)** The Contractor must ensure that the intensity of each Offender Program is clearly defined and matches the re-offence risk level of the target group of Prisoners.
- (d) **(Program Documentation)** The Contractor must ensure that documentation comprehensively defines each Offender Program including its purpose, monitoring, design and delivery, and implementation. The documentation must:
 - (i) **(Program Theory)** identify the genesis, empirical evidence and model(s) of change upon which the Program is based;
 - (ii) **(Program Management)** identify the target group of Prisoners, criteria for participant eligibility, assessment process, and exclusion/inclusion factors;

Acacia Prison Services Agreement

Schedule 4

- (iii) **(Program Facilitation)** set out the aims of each Program session and how each Program session is to be delivered so that the Program can be delivered in the way it was designed;
 - (iv) **(Assessment and Evaluation)** describe the assessment and evaluation tools and guidance on their appropriate administration, to determine the impact of the Program;
 - (v) **(Facilitator Requirements)** set out the minimum training, supervision, competencies and other characteristics required to deliver the Program;
 - (vi) **(Participant Material)** describe the exercises and handouts required by the target group of Prisoners for the Program to be delivered;
 - (vii) **(Organisational Support)** specify the nature and level of organisational support required for effective delivery of the Program; and
 - (viii) **(Risk Management)** identify procedures for managing risks to participating Prisoners and Contract Workers.
- (e) **(System Integration)** The Contractor must ensure that:
- (i) each Program is part of an integrated approach to offender management;
 - (ii) Prisoners are scheduled to participate in a Program as part of their IMPs;
 - (iii) each Program is appropriately linked to other relevant interventions, and participating Prisoners have access to a sequence of Programs (including maintenance and booster sessions, and Prison to community through-care programs) if necessary to meet their treatment needs; and
 - (iv) Contract Workers involved in the delivery of a Program are aware of the Program's objectives.
- (f) **(Organisational Support)** The Contractor must ensure that:
- (i) responsibility for the effective delivery of each Program is shared with Contract Workers involved in the Program, including at the highest organisational levels; and
 - (ii) the broader system encourages participation in the Program and the Program is not subject to undue disruption due to system and site requirements.
- (g) **(Program Environment)** The Contractor must ensure that:
- (i) each Program is delivered in a therapeutically appropriate and safe environment that takes into consideration participant and facilitator needs, such as:
 - (A) level of privacy;
 - (B) comfort;
 - (C) cultural sensitivity;
 - (D) accessibility; and

Acacia Prison Services Agreement

Schedule 4

- (E) physical resources and equipment.
- (h) **(Program Staffing)** The Contractor must ensure that:
 - (i) Contract Workers involved in the delivery of each Offender Program:
 - (A) have the competencies, training, qualifications and personal qualities required to effectively deliver the Program;
 - (B) receive regular professional supervision by an appropriately qualified and experienced practitioner to monitor and enhance program integrity;
 - (C) receive performance appraisal and professional development; and
 - (D) are managed so as to ensure consistent program delivery; and
 - (ii) Contract Workers involved in conducting assessments for each Program are appropriately qualified, resourced and trained.
- (i) **(Managing Risk/Safety)** Each Offender Program must identify any specific risks to Contract Workers and participating Prisoners inherent in the program and have mechanisms to minimise such risks.
- (j) **(Program Participation)** The Contractor must implement processes to minimise the number of Prisoners who fail to complete Programs and the impact of non-completion on Prisoners.
- (k) **(Facilitation Style)** The Program strategies must reflect best practice in program delivery including group process work which maximises the effectiveness of the Program.
- (l) **(Monitoring and Evaluating Participants)** The Contractor must:
 - (i) provide regular feedback to participants;
 - (ii) ensure that the Program specifies a protocol for reporting of participant progress and outcomes and highlighting changes in criminogenic needs that are based on relevant and verifiable information, empirically justified methods and sound clinical judgement; and
 - (iii) prepare progress and outcome reports which objectively review each Prisoner's progress in a Program and are in a format that assists Contract Workers, other agencies and stakeholders in the subsequent management of each Prisoner.
- (m) **(Monitoring and Evaluation of Program)** The Contractor must ensure that:
 - (i) each Program is routinely monitored and evaluated;
 - (ii) procedures are in place to monitor the progress of each Program and to ensure Program integrity;
 - (iii) each Program has clearly stated objectives and there are procedures in place to evaluate the outcomes of the program; and
 - (iv) evaluation of each Program is conducted within relevant ethical guidelines.

Acacia Prison Services Agreement

Schedule 4

- (n) **(Psychological Interventions)** The Contractor must ensure that:
- (i) Prisoners are given the opportunity to undergo psychological interventions and rehabilitative treatment programs to address offending behaviour, as ordered by the court or as determined during IMP assessments and other assessment points throughout the Prisoner's sentence;
 - (i) program names and content are consistent with those provided by the Department at other prisons and are delivered in accordance with an approved schedule;
 - (ii) program design and content are in accordance with international trends in Prisoner treatment;
 - (iii) any Contractor addition to the program suite, or modification to the current Programs, is reviewed and approved by the State; and
 - (iv) copies of treatment completion reports prepared by Program facilitators are forwarded to the State.
- (o) **(Process Integration Issues)** Subject to negotiated changes with the Department, the Contractor must deliver the Offender Programs in column 3 of the Table during the calendar year ending 31 December 2006, and the Offender Programs in column 4 of the Table in each subsequent calendar year during the Operation Period, at the intensity specified in column 2 of the Table and to the number of Prisoners, and in accordance with the timetable, specified on AIPR.

Table

ADDICTIONS OFFENDING			
OFFENDER PROGRAM	INTENSITY	PROGRAMS FOR CALENDAR YEAR 2006	PROGRAMS FOR CALENDAR YEARS 2007 ONWARDS
Aboriginal Education Preventing and Managing Relapse	Low/medium	4	4
Moving on From Dependency	High	4	6
Managing Anger and Substance Abuse	Medium	2	4
Preventing and Managing Relapse	Low	4	-
COGNITIVE SKILLS			
Reasoning and Rehabilitation	Medium	3	-
Think First	Medium	9	12
SEX OFFENDING			
Medium Program	Medium	2	3
VIOLENT OFFENDING			
Building Better Relationships (DV)	Medium	2	2
Violent Intensive Program	High	1	2
Skills Training for Aggression	Medium	3	-
Medium Intensive Program	Medium	-	2

Acacia Prison Services Agreement

Schedule 4

INDIVIDUAL COUNSELLING			
Individual Counselling - includes but is not limited to, counselling for:		As necessary	As necessary
(a) Psychological issues;			
(b) Offending behaviour; and			
(c) Suicide and self harm prevention.			
SEXUAL ASSAULT COUNSELLING			
Specialist Sexual Assault Counselling		Specialist individual counselling in accordance with prisoner demand up to maximum of 8 hours per week.	Specialist individual counselling in accordance with prisoner demand up to maximum of 8 hours per week.

- (p) **(Life-Skill and Supportive Programs)** The Contractor must develop systems to deliver services in accordance with the requirements of each Prisoner's IMP and the necessary support programs of a personal and social development nature as required.
- (q) The Contractor must create a Programs Team, which delivers a range of packages from high intensity programs to low intensity courses. The team must be multi-disciplinary in composition to give Prisoners better access to the interventions, reflect the cross-cutting nature of Prisoners' needs, for example, how a criminogenic factor can affect many facets of a Prisoner's life, make best use of Contract Workers' expertise and energy, widen knowledge about the programs, and be consistent with the Contractor's whole-Prison approach.
- (r) The Contractor must examine each Prisoner's profile, identify needs, identify gaps in delivery and seek to fill those gaps.
- (s) The Contractor must work with the Department to examine alternative options for delivery, particularly where the Contractor has experience in delivering alternative programs.
- (t) The Contractor must ensure Prisoners are given every opportunity, support and encouragement to meet their IMP and MAP targets, and that their success is recognised and celebrated, including with their families where appropriate.
- (u) The Contractor must provide additional support for those Prisoners who require it in order that they may meet their goals, and ensure that programs are prioritised and provided in an equitable manner.
- (v) The Contractor must ensure that a Prisoner with a clear need in these areas is in no way excluded from these valuable interventions due to educational or other deficiencies, and must work with appropriate practitioners to remove barriers to progression.

Acacia Prison Services Agreement

Schedule 4

- (w) The Contractor must ensure the Contract Workers have the right competencies to undertake the tasks required and that they are appropriately supervised, managed and supported in their role.
- (x) The Contractor must ensure that the Prison plays its full part in meeting the Department's state-wide systems and programs objectives.
- (y) The Contractor must ensure that program delivery is an integral part of the Productive Day.

3.6 Prisoner Programs - Re-entry

- (a) The Contractor must provide Prisoners at the Prison with programs and support services (*Re-entry Program*) to assist them to make a successful transition from custody to community life and must ensure the success of the Re-entry Program by ensuring that:
 - (i) an agreed Life Skills information session has been implemented and is running successfully;
 - (ii) policies reflect procedures that allow for the Re-entry Program to commence at least 3 months prior to the Prisoner's expected date of release;
 - (iii) all aspects of the Re-entry Program are reviewed and amended where necessary;
 - (iv) external service providers' staff are secure in the Prison; and
 - (v) Contract Workers are aware of the function of any external service provider.
- (b) The Contractor must work closely with Community Justice Services (*CJS*) and contracted providers such as Community Re-entry Coordination Service (*CRCS*) and Community Transitional Accommodation and Support Services (*TASS*) in providing the Re-entry Program to Prisoners.
- (c) The Contractor must embed itself in the network of community and Prison-based re-entry organisations and systems, actively market to the Prisoners the many and varied support systems available and encourage Prisoners to avail themselves of these in a supported manner.
- (d) The Contractor supports the approach adopted by the Department in configuring its community services and re-entry networks and in making provision for services beyond the Prison gate.
- (e) The Contractor must liaise with the Department regarding the involvement of the community groups managed by the Department's Contracted Services Directorate.
- (f) The Contractor must ensure that it identifies all Prisoners who are about to re-enter the community and manages their release in accordance with applicable Legislative Requirements. The Contractor must provide additional support to lifers about to move into open conditions, as this marks a significant step in their progression and one which needs to be managed appropriately to enable them to

Acacia Prison Services Agreement

Schedule 4

adapt to their new environment more successfully. The Contractor must provide additional support to Prisoners facing extradition, who will require greater assistance and a more flexible service to meet their needs.

- (g) The Contractor must create a multi-disciplinary Community Re-entry Team (*CRT*), similar to that currently operating in other jurisdictions, but taking into account local factors such as Prisoner profile, the West Australian context and existing provider networks. The Contractor must use its reasonable endeavours to build on relationships with Outcare and other organisations that offer such support and work with the Departments' Community Corrections Officers to deliver an integrated and supportive service. Together these groups would form under the CRT umbrella.
- (h) The CRT must work with each Prisoner from when he enters the Prison, rather than in the last few months, however the work will increase towards the end of the Prisoner's sentence in order that the appropriate structures are put in place.
- (i) All sentence-related structures within the Prison, including the IMP, MAP and EPI Scheme, have a core re-entry element. This maintains the focus of the Prisoner on this process, is indicative of the Contractor's outward looking, forward looking and optimistic Prison, and threads the Rehabilitation and Reintegration cornerstone throughout the Contractor's service delivery.
- (j) The CRT must assist Prisoners with housing, employment, further education/training, personal issues, necessary support structures (for example drug and alcohol counsellors local to their homes) and other services that reflect the common needs of ex-Prisoners, but also the unique needs of individual Prisoners.
- (k) Any areas that need further work such as social skills or independent living skills will be assessed and appropriate support arranged. In addition the Contractor must consider providing a course designed to assist Prisoners in finding employment if they have not already achieved this.
- (l) The Contractor must build relationships with Government departments in order to influence and involve them in the issues relating to Prisoners' release. By demonstrating the link between social inclusion and successful reintegration, the Contractor may justify the need for additional financial support as, in the long term, it reduces the costs of crime and imprisonment and the price paid by the community.
- (m) The Contractor must build up a portfolio of voluntary sector organisations that can provide further support for Prisoners both within custody and once they have been released. Where possible the Contractor must obtain external funding to improve such working partnerships and therefore enhance the service provision for Prisoners.
- (n) The Contractor must use its reasonable endeavours to build up a portfolio of employers who would be willing to employ Prisoners directly once they are released from Prison and offer facilities for employers to interview Prisoners whilst

Acacia Prison Services Agreement

Schedule 4

in custody or support this process through a video link should the distance be too great. The Contractor may involve its industrial partners in this process.

- (o) The Contractor must use reasonable endeavours to ensure that the appropriate recommendations under the IMP have been met, subject to the efforts of the Prisoner, however where it believes there is more work that could be completed and would contribute towards the reduction in risk the Prisoner poses upon his release, it must liaise with the CCO to assist in this being arranged. The Contractor must also liaise in cases such as Parole where resettlement issues are firmly linked to community work.
- (p) The Contractor acknowledges its experience in managing Prisoners who pose a risk to the public, but have to be released due to their determinate sentence coming to an end. In other jurisdictions the Contractor contributes towards Multi Agency Public Protection Panels and proposes to undertake a similar role at the Prison, working with the other agencies involved to assist in a more regulated release of those high risk Prisoners. Information sharing protocols and involvement in structured release plans are vital to ensuring all the relevant authorities have the necessary information to supervise a high risk offender and to ensure the prevention of the commission of further offences. The Contractor must ensure that reports are produced in a timely and accurate manner ensuring that all relevant and appropriate information is forwarded to the decision making bodies.
- (q) The Contractor must use all reasonable endeavours to secure external funding streams to support a mentoring structure which would operate through the Prison gate and give some support for a specified period within the community for those Prisoners with no identifiable support network.
- (r) The Contractor must use the Links Suite to allow the (closely supervised) Prisoner to liaise directly with community agencies, employers, housing agencies and the organisations noted above. This concept reinforces that it is his release he is planning for, supported, guided and encouraged by the network of agencies available.
- (s) The Contractor must comply with Policy Directive 47 (Re-Entry Release Orders), Director General's Rule 18 (Assessment and Case Management of Prisoners) and all other Legislative Requirements applicable to the re-entry of Prisoners into the community.

3.7 Prisoner Matters - Interpreter Services

- (a) Firstly, the Contractor must ensure that all of its communications and dealings are clear and concise and recognise wider communication deficiencies in the Prison population. The Contractor must use its reasonable endeavours through clear written and pictorial resources to minimise the 'comprehension-gap'. The Contractor must ensure that information regarding the classification and placement system and induction is communicated to Prisoners in a way they can understand, ensuring that CALD Prisoners, for whom English is not their first language, including indigenous Prisoners, are appropriately informed.

Acacia Prison Services Agreement

Schedule 4

- (b) Second, the Contractor is encouraged to use other Prisoners as a resource to assist in communicating with Prisoners, consistent with its vision. The Contractor may use appropriately skilled Prisoners as interpreters for non-sensitive operations throughout the Prison and must keep a log of those able and willing to assist. In demonstrating their responsibility and full and active membership of the Prison's supportive community such Prisoners will receive recognition through the Buddy scheme and the volunteering scheme and progress through the EPI Scheme.
- (c) Third, the Contractor must develop language skills amongst CALD Prisoners as part of its wider up-skilling of Prisoners, utilising appropriate multi-media resources in the Learning Resource Centre as part of educational activities.
- (d) Fourth, the Contractor must prepare appropriate audio-visual resources to service fixed elements of its service such as health assessments, induction, health and safety training.
- (e) Finally, the Contractor must use the services of specialist service providers including external bodies and its indigenous Contract Workers. The Contractor must provide access to, as appropriate, interpreters or elders from indigenous communities and other ethnic groups of the same cultural background as Prisoners to assist in communicating with Prisoners and particularly with regard to critical formal processes such as classification and placement decisions and Prisoner disciplinary hearings.
- (f) At a strategic level the Contractor must develop a Language Services Plan for the Prison, consistent with the Western Australia Language Services Policy and the Department's Language Services Policy and Practical Guidelines 2002.
- (g) The Contractor must undertake regular consultation with the Prisoners and their relevant communities to develop a language service strategy appropriate to their needs.

3.8 Prisoner Matters - Library Services

- (a) The Contractor must:
 - (i) ensure that Prisoners have equitable access to a library in accordance with the memorandum of understanding existing between the Department and the State Library Board immediately before the Commencement Date and any replacement of it;
 - (ii) ensure that the library is adequately stocked with both recreational and information resources and is operated according to standard library practice;
 - (iii) encourage Prisoners to make full use of the library;
 - (iv) ensure that indigenous Prisoners access and use the library;
 - (v) provide stand alone computers for resource use;

Acacia Prison Services Agreement

Schedule 4

- (vi) ensure that Prisoners have adequate access to legal library resources, as recommended in the Sadlier Report, and ensure appeal Prisoners are informed about the library services available to them;
 - (vii) ensure that appropriate books and other resources are available for Prisoners with differing cultural and ethnical backgrounds, including books in languages other than English;
 - (viii) ensure that Prisoners can access newspapers and appropriate magazines in accordance with applicable Legislative Requirements; and
 - (ix) ensure that Prisoners are allowed to procure, at their own expense, or at the expense of a third party, such books, newspapers, writing material and other means of occupation as are compatible with the security and good order of the Prison and in accordance with applicable Legislative Requirements.
- (b) The Contractor must give priority to closing the gaps in the Prison's library services as identified in the Library Services for Prisoners Report and to fulfilling the requirements of Policy Directive 21.
 - (c) The Contractor must progressively increase the stock of books to meet the ALIA Standard of ten books per Prisoner and actively encourage Prisoners to make full use of the library.
 - (d) The Contractor must offer an inter library loan service to Prisoners on the same terms and conditions as offered to Prisoners immediately before the Commencement Date.
 - (e) The Contractor must work in cooperation with the Casuarina Library Officer and the State Library Librarian to participate in the State Library Service inter library loan service, in accordance with the memorandum of understanding referred to in paragraph (a)(i) and to access other benefits of inter Prison cooperation in the provision of library services.
 - (f) The Contractor will be responsible for any fees associated with the provision of this service.
 - (g) The Contractor considers that a library should not be a passive utility but an integral part of the life of the Prison and must actively engage Prisoner participation in the library through regular library based learning and recreational activities.
 - (h) The Contractor must comply with Policy Directive 21 (Provision of Library Services) and all other Legislative Requirements applicable to the provision of library services to Prisoners.

3.9 Prisoner Matters - Meeting Prisoners' Religious or Spiritual Needs

- (a) The Contractor must provide for the spiritual needs of Prisoners through pastoral care and religious observance from approved Prison chaplains, religious leaders and traditional Aboriginal spiritual leaders.

Acacia Prison Services Agreement

Schedule 4

- (b) The Contractor must ensure that there is equality of access and opportunity for all Prisoners to practice their recognised faiths subject only to limitations of good order and security.
- (c) The Contractor must work closely with the Prison Chaplains' Association in providing a service that meets the needs of the Prisoners, and seek the support, on an on-going basis of Coordinating Chaplains.
- (d) The Contractor must ensure that, consistent with Prison security and good prison management:
 - (i) all Prisoners have the right to practise the religion of their choice;
 - (ii) all Prisoners are able to join with other persons in practising their religion;
 - (iii) Prisoners are able to possess such articles as are necessary to practise their religion;
 - (iv) Prisoners are able to access spiritual leaders from their chosen faith for services, pastoral visits, religious instruction and private pastoral counselling; and
 - (v) Aboriginal and Torres Strait Islander Prisoners are given access to recognised spiritual leaders or tribal elders and Aboriginal spirituality is encouraged and strengthened through observance of customs related to language, food, death, healing, art, story-telling, rites of passage and tribal traditions.
- (e) The Contractor must arrange for pastoral and religious/spiritual observance services and meet the needs of Prisoners described in paragraph (d). The Contractor must respect and facilitate individual and corporate worship where necessary through the provision of equipment, locations and religious/spiritual requisites.
- (f) The Contractor must ensure that indigenous Prisoners can access spiritual places, commonly known as meeting places, subject to the security and good order of the Prison.
- (g) The Contractor acknowledges the role of the Prison Chaplain in facilitating individual and congregational worship, providing pastoral care, and assisting in the accreditation and accessing of practitioners of faiths for the Prisoners.
- (h) In recognition of the importance of place in religion and spirituality the Contractor must provide areas of worship which are a mixture of dedicated and multi-faith places of worship.
- (i) The Contractor proposes to make use of the chaplaincy network and contracts in place immediately before the Commencement Date. This will offer continuity of service as Prisoners move around the estate whilst receiving a consistent and recognisable provision and will considerably facilitate the access of practitioners who already operate within the secure environment and have cleared accreditation processes.

Acacia Prison Services Agreement

Schedule 4

- (j) The Contractor must continue maintaining a service level agreement in place immediately before the Commencement Date with the Department, of sufficient flexibility to respond to changes in demand, for the provision of chaplaincy services at the Prison.
- (k) The Contractor must comply with Policy Directive 7 (Religious and Spiritual Programs), the Prisons Act and all other Legislative Requirements applicable to meeting Prisoners' religious and spiritual needs.

4. Reparation

4.1 Prison Industries

- (a) In arranging for Prisoners to undertake Prison Industry, the Contractor must:
 - (i) aim to achieve 100% practical employment;
 - (ii) promote a positive and practical work habit;
 - (iii) ensure that Prison Industry makes up a significant element but not all of the 30 hours of meaningful and constructive activities which each Prisoner in required to be engaged pursuant to section 2.16;
 - (iv) develop vocational skills traineeships to enhance chances of post-release employment in fields reflecting labour market trends and industry needs although, depending on sentence length, it may only be possible to complete an introductory course with linkage to apprenticeships or related study on release;
 - (v) provide work opportunities for all sentenced Prisoners, including disabled Prisoners, protection Prisoners and geriatric Prisoners and for all remand Prisoners who elect to work;
 - (vi) provide work experiences for Aboriginal Prisoners relevant to the communities into which they will be released. In this regard the Contractor must take advice from specialist advisors to ensure its proposals are both pragmatic and relevant;
 - (vii) ensure that all Prisoners undertaking Prison Industry in the Prison have completed appropriate occupational health and safety training; and
 - (viii) ensure that specialist equipment will only be used by the Prisoners trained fully in its use.
- (b) If the Contractor is unable to develop partnerships with commercial businesses to provide Prison Industry relevant to Prisoners' post-release employment opportunities, the Contractor must undertake this function itself or provide alternative Structured Activity relevant to the Prisoners' post-release employment.
- (c) The Contractor must give Prisoners access to a range of productive employment and facilities that provide them with the opportunity to use their time at the Prison in a constructive and beneficial manner, and maximise their opportunity for post release employment.

Acacia Prison Services Agreement

Schedule 4

- (d) The Contractor must provide Prisoners undertaking Prison Industry with a "Code of Conduct" that prescribes a set of guiding principles and duty of care obligations, which assist them in determining acceptable workplace conduct.
- (e) The Contractor must comply with occupational health and safety standards in all Prison work and insure Prisoners against industrial injury, including industrial disease.
- (f) The Contractor must include work conduct requirements in the Compact provided to Prisoners during the reception process described in section 2.18.
- (g) The Contractor must ensure that Prison Industry is undertaken by Prisoners in accordance with applicable Legislative Requirements and must comply with section 69(b) of the Prisons Act, Part V of the Prisons Regulations and all other Legislative Requirements applicable to Prison Industry.

4.2 Reparation to the Community – Goods and Services

- (a) The Contractor must make arrangements to assist community groups through Prison Industry by Prisoners or monies raised from such Prison Industry.
- (b) The Contractor must:
 - (i) maximise the use of Prison work and activity programs for the benefit of community groups;
 - (ii) specify the percentage of Prisoner work time to be spent in assisting community groups; and
 - (iii) actively liaise with community groups to promote their use of Prisoner work/activity programs.
- (c) In keeping with its overriding philosophy of the Responsible Prisoner, the Contractor must encourage each Prisoner to consider his debt to the community and assist in developing and meeting a reparation target as part of his IMP. Progress towards the target will be measured through the IMP reviews and the intervening EPI Scheme interviews as the two systems are closely linked.
- (d) The Contractor must ensure that activities are broadly based on minimising the costs of imprisonment, generating income to achieve the same, assisting those in the community less able than himself, and contributing to the community infrastructure and cohesion. These are the main sub-sets into which the reparation target will fall.
- (e) Managers will have personal targets to involve the community in their areas of operation, and thus by default, a wide range of reparation partners will be identified.
- (f) The Contractor must challenge Prisoners to contribute proposals for reparative activity and suggest innovations as to how they can make a positive difference. They must also be given opportunities to nominate community groups to benefit from some reparative activities.

Acacia Prison Services Agreement

Schedule 4

- (g) The Contractor must seek innovative ways to maximise the use of Prison work and activity for the benefit of community groups.
- (h) Prisoner peer support such as Buddies and volunteering will not normally be regarded as reparative unless the latter has a direct benefit to the wider community.
- (i) The Contractor must use its reasonable endeavours to retain and build upon existing links in place immediately before the Commencement Date.

5. Business Systems

5.1 Information Management – Access to and Management of Electronic Information

- (a) In addition to its general obligation under clause 13.8(a)(v), the Contractor must:
 - (i) ensure the collection and maintenance of comprehensive, adequate and accurate records on each Prisoner for custody, care and well-being, rehabilitation and reintegration and reparation, the Prison and the Services; and
 - (ii) ensure the collection, keeping, up-dating and availability of information on each Prisoner covering:
 - (A) IMPs or MAPs;
 - (B) in-Prison behaviour;
 - (C) offences and convictions;
 - (D) test results from medical, psychological, aptitude and other testing; and
 - (E) other matters relevant to the Prisoner's management.
- (b) The Contractor must record all data and information regarding Prisoners, the Prison and the Services in a format that:
 - (i) allows the data and information to be made available to the State and the Parole Board, on request, in a timely and uniform manner on the appropriate part of the Departmental System; and
 - (ii) maximises the usability of the data and information from a reporting, an identification of needs and an operational perspective.
- (c) In addition to its obligations under clause 13.10(b), the Contractor must keep prescribed statistical data which:
 - (i) is compatible with TOMS;
 - (ii) uses the range of types of data and frequency of data entry on TOMS; and
 - (iii) is entered directly on to TOMS, andthe Contractor must maintain the currency and confidential nature of such data.

Acacia Prison Services Agreement

Schedule 4

- (d) The Contractor must:
 - (i) maintain the security and integrity of the Departmental System;
 - (ii) maintain information about the Prison, Prisoners, Contract Workers and Visitors in a secure manner;
 - (iii) maintain Prisoner and administrative records in an electronic form that integrates with the Departmental System; and
 - (iv) ensure that Prisoners do not electronically access information pertinent to themselves or other Prisoners or Contract Workers.

- (e) The Contractor must employ best practices for service management based on the globally recognised IT Infrastructure Library (ITIL) methodology to ensure service and support delivery of information technology solutions and processes are maintained at the highest levels. The ITIL methodology covers:
 - (i) service management;
 - (ii) IT financial management;
 - (iii) capacity and availability management;
 - (iv) continuity management;
 - (v) incident and problem management;
 - (vi) configuration management;
 - (vii) change and release management; and
 - (viii) security.

- (f) Where appropriate, the Contractor must maintain or exceed security management processes and practices in accordance with international standard ISO17799.

- (g) The Contractor must put in place robust, auditable procedures to ensure that Prisoner admission and management processes capture all relevant data required by the Department, the data is entered onto the Departmental System as soon as practicable, and that completeness, accuracy and integrity of the data is achieved.

- (h) The Contractor must manage and provide systems that require all users to be authenticated before being able to access any resources or data, ensure access to systems and data is controlled based on a needs basis and ensure approval for access to systems is documented so an audit trail is maintained.

- (i) The Contractor must implement, actively monitor and maintain all systems to ensure that the risk of unauthorised access to data is minimised and integrity and completeness is maximised.

- (j) The Contractor must conduct its own internal audits of security and assist fully in any external audits.

Acacia Prison Services Agreement

Schedule 4

5.2 Information Management - Data Quality

- (a) The Contractor must ensure that Contract Workers, where necessary, are able to access information from TOMS.
- (b) The Contractor must review incident reports to determine useful sources of trend information and use trend information to inform the CEO of any matter that may jeopardise the security of the Prison or the welfare of Prisoners.
- (c) The Contractor acknowledges that data quality is a product of both the data entered and the number of potential variables in entry method. This includes the number of ways individuals might enter the data. The Contractor must manage access to systems and applications based on business requirements to ensure only personnel required to have access to data will be granted access, thereby limiting the possibility for variations in entry method.
- (d) The Contractor must provide data entry systems at locations as close as practicable to the point of data collection to reduce the latency of the data, maintain Prisoner records to the greatest accuracy at any given point in time and minimise the possibility of data loss.
- (e) The Contractor must maintain a data backup strategy to ensure that recovery from any data corruption is possible with the minimal amount of data loss and requirement for re-entry and possible error.
- (f) In addition to its obligations under clause 13.10(c), the Contractor must ensure that the interface between the Contractor Computer and the Departmental System operates securely, professionally and effectively.
- (g) The Contractor Computer must provide access and information to the right people at the right time and provide authorised users with the systems needed to record and manage information in appropriate software packages.

5.3 Information Management – Security and Privacy

- (a) The Contractor must:
 - (i) keep any documentation under its control secure;
 - (ii) respect the privacy of Contract Workers' information;
 - (iii) respect the privacy of citizen and community information by maintaining files in strict confidence;
 - (iv) ensure that Contract Workers access information only in the proper course of their duties;
 - (v) ensure that Contract Workers report information or documentation received that may result in personal gain or perceived favour, knowing that safeguards are in place to prevent their employment status being prejudiced as a result; and
 - (vi) use internal systems, including performance indicators, to monitor and evaluate its own performance and compliance with the strategies and practices proposed.

Acacia Prison Services Agreement

Schedule 4

- (b) The Contractor acknowledges that the requirements of this section 5.3 apply in addition to the requirements of clause 13.11.

5.4 Information Management - Incident Reporting

- (a) The Contractor must ensure that:
 - (i) all reporting of incidents is managed in a timely and accurate manner; and
 - (ii) all reporting of Notifiable Incidents is completed in accordance with clause 13.1.
- (b) The Contractor must ensure that all incidents are reported via TOMS within 12 hours after they occur by all Contract Workers involved, including witnesses. Each Contract Worker completing a report in relation to an incident must complete it independently of any other Contract Worker who may be preparing a report on the same incident.
- (c) The Contractor acknowledges that incident reports are an integral part of Prison operations and that the Department places considerable emphasis on the need for accuracy and clarity in their preparation.
- (d) In accordance with the Department's requirements, the Contractor must ensure that incident reports are written by Contract Workers in the format required by the Departmental System which, as at the Signature Date, is:
 - (i) incident type (minor, serious, major);
 - (ii) the date and time of the incident;
 - (iii) the Contract Worker's name and rostered position;
 - (iv) the names of witnesses to the incident (if any);
 - (v) the place of the incident (be precise); and
 - (vi) the facts in sequence.
- (e) Through training and monitoring the Contractor must ensure that Contract Workers:
 - (i) state all essential facts in a chronological order and ensure that the report is complete and accurate;
 - (ii) include the names of all people involved (Contract Workers and Prisoners) in the incident, what happened and how it happened, any quotations of what was said during the incident will, wherever possible, identify the speaker;
 - (iii) include details of anything that occurred prior to or immediately after the incident if it is relevant to the actual incident and the report writer has first hand knowledge of such an event. This will, for example, include an order given by a senior Contract Worker to the report writer to assist other Contract Workers in managing a Prisoner; and
 - (iv) state what action was taken to control or manage the situation or incident. If mechanical restraints or chemical agent was used during the incident,

Acacia Prison Services Agreement

Schedule 4

this will be reported including, where relevant, any decontamination procedures with which the report writer was involved.

- (f) In all reports the Contract Worker must:
 - (i) be concise, clear and truthful;
 - (ii) be objective and use words that are easily understood and descriptive; and
 - (iii) make recommendations (e.g. for information, forward to prosecutor, loss of privileges etc).
- (g) The Contractor must ensure that all reports by Contract Workers are checked by the person's supervisor to ensure that the minimum requirements for an incident report have been met before the report is submitted, although this check will not be able to attest to the accuracy or truthfulness of the report.
- (h) The Contractor must comply with Policy Directive 35 (Custodial Business Processes), Policy Directive 40 (Internal Investigations), Policy Directive 41 (Reporting of Incidents and Other Matters), the Prisons Act and all other Legislative Requirements applicable to incident reporting.

5.5 Information Management - Records Management

- (a) The Contractor must maintain records in accordance with this section 5.5 or as otherwise notified by the State from time to time.
- (b) The Contractor must maintain all records required to be maintained under clause 13 and this section 5 in whatever form, including electronic form, paper registers, reports, journals and log books to the highest order.
- (c) The Contractor must create and maintain records in accordance with, and otherwise comply with, the Department's Records Keeping Policy (which applies to all records created, or received, by any of the parties listed in paragraph (f) regardless of physical format, storage location or date created), the Department's Record Keeping Plan and the Department's Records Management Procedures.
- (d) The Contractor acknowledges the Department's obligations with regard to record keeping as a Government Agency.
- (e) The Contractor acknowledges that the Department has adopted the Australian Standard for Records Management AS ISO 15489 as the model for its records management program and will comply with the policies, standards and guidelines of the State Records Office and State Records Commission.
- (f) The Department's Policy applies to:
 - (i) its employees, contractors and consultants;
 - (ii) organisations performing outsourced services on behalf of the Department; and
 - (iii) its metropolitan and regional offices.
- (g) The Contractor must manage medical records in accordance with applicable Legislative Requirements.

Acacia Prison Services Agreement

Schedule 4

- (h) In respect of medical records the Contractor must:
 - (i) retain a confidential medical file that forms a record of all significant contacts between each Prisoner and Health Services staff;
 - (ii) comply with ethical and legal standards of documentation and Departmental standards recognising that all patient records are legal documents;
 - (iii) ensure that documentation is accurate and contemporaneous;
 - (iv) use the common integrated medical record that is maintained and used by all professional staff;
 - (v) recognise that medical records are the property of the Department and release them in accordance with applicable Legislative Requirements and to authorised personnel;
 - (vi) recognise that State Records Office subject to the Prison health services Retention and Disposal Schedule RD200001 manage medical records in July 2000;
 - (vii) recognise that medical records are deemed confidential information;
 - (viii) note that Prisoners transferred to the Prison will be accompanied by their medical records file;
 - (ix) ensure that the medical records of Prisoners transferred from one prison to another are placed in a sealed envelope with a 'Private & Confidential - Medical in Confidence' denotation and that the envelope is taken to Prisoner reception and accompanies the Prisoner to his destination;
 - (x) ensure that when a Prisoner is released to freedom, all loose documentation is to be filed in the medical record, placed in a sealed bag and returned immediately to Central Medical Records;
 - (xi) ensure that the medical record of 'death in custody' Prisoners will be seized by the Director and held in a secure place until handed over to the Western Australia Police and that no other entry is permitted to be made in the record, following death being declared other than the doctor recording 'life extinct';
 - (xii) ensure that the health centre returning the record updates the tracking system accordingly; and
 - (xiii) ensure that all attending health professionals clearly and accurately document medical history, assessment and treatment to facilitate continuity of care.
- (i) The Contractor must comply with Policy Directive 17 (Medical Records Documentation) and all other Legislative Requirements applicable to records management.

Acacia Prison Services Agreement

Schedule 4

5.6 Information Management - Prisoner Information

- (a) The Contractor must ensure that:
 - (i) Prisoners can readily and easily access Prison procedures that pertain to them;
 - (ii) Prisoners can readily book social visits in accordance with their visits status; and
 - (iii) Prisoners can readily make transactions against their personal funds.
- (b) The Contractor must assist Prisoners to access the information required by them and in the most suitable formats. The Contractor must develop packages of information to suit Prisoner requirements and to ensure Prisoners are both aware of them and have access to them.
- (c) The Contractor must review the information provided on a regular basis, identifying when the last review was completed, in order to ensure that no changes have occurred which would necessitate the information being altered. If alteration is required, this will be undertaken quickly.
- (d) The Contractor must continue to develop its information processes and packages and to seek Prisoner involvement and feedback where appropriate.
- (e) The Contractor must comply with Policy Directive 6 (Access to Information), the Prisons Regulations and all other Legislative Requirements applicable to the management of Prisoner information.
- (f) The Contractor acknowledges that the requirements of this section 5.6 apply in addition to the requirements of clause 13.13(a).

5.7 Operational Matters - Hazardous Materials Management

- (a) The Contractor must ensure the safety of Contract Workers and the community, and the safety and security of Prisoners by correct management of hazardous materials, including by ensuring that:
 - (i) hazardous materials when used in workshops are only issued to the extent that they will be used in a day's work in the workshop;
 - (ii) appropriate and significant signage is used to warn of the presence of any hazardous materials; and
 - (iii) qualified workshop instructors train Prisoners in the use and storage of hazardous materials.
- (b) The Contractor must comply with applicable Legislative Requirements regarding the management of hazardous materials.

Acacia Prison Services Agreement

Schedule 4

5.8 Operational Matters - Official Correspondence

- (a) The Contractor must ensure that information requested by any external agency specified in applicable Legislative Requirements is provided in a timely and accurate manner and in the form required by the external agency.
- (b) The Contractor must operate a system by which such requests are recorded, their validity checked, the information collated, and the response dispatched, with the process subject to agreed timings.
- (c) The Contractor must comply with Policy Directive 6 (Access to Information), Policy Directive 13 (Medical Confidentiality and the Release of Information), Policy Directive 43 (Inspector of Custodial Services), the Prisons Act, the Prisons Regulations and all other Legislative Requirements applicable to the provision of information to external agencies.

5.9 Operational Matters - Western Australia Police

The Contractor must:

- (a) ensure the continuation of the liaison that currently exists with the Western Australia Police and seek to improve that liaison in consultation with the Western Australia Police to explore all potential avenues for mutual cooperation and the sharing of intelligence;
- (b) develop procedures which provide that where an offence (not covered by the Prisons Act) is committed at the Prison, the Western Australia Police are requested to investigate the crime;
- (c) establish procedures to notify the Western Australia Police promptly of complaints from Prisoners which they have requested be referred to the Western Australia Police;
- (d) ensure Contract Workers are aware of the requirements of the Western Australia Police;
- (e) establish procedures to ensure that the Western Australia Police are notified promptly in the event of an assault, or other crime that may constitute an indictable offence;
- (f) establish procedures to ensure that the Western Australia Police are notified promptly in the event of an Escape;
- (g) establish procedures to enable the exchange of information with the Western Australia Police with respect to any person introducing, or attempting to introduce, drugs, weapons or other contraband into the Prison or planning to commit an offence either within the Prison or in the community and information which may assist the Western Australia Police in solving a crime;
- (h) cooperate with and assist the Western Australia Police or other Police Officers in the investigation of offences committed outside the Prison where interviews with Prisoners or other prison based inquiries are required;

Acacia Prison Services Agreement

Schedule 4

- (i) work closely with the Western Australia Police in the areas of managing trafficking of contraband, Escapes, assaults by, or on Prisoners, and other matters that might normally be referred to the Western Australia Police;
- (j) cooperate fully with the Department in terms of its relationship with the Western Australia Police and consult with the Department regarding the Contractor's reciprocal arrangements with the Western Australia Police to ensure that these comply with Departmental requirements; and
- (k) ensure that Contract Workers receive training regarding the role of, and contact details of the Western Australia Police.

5.10 Operational Matters – Prison Operating Manuals

The Contractor must:

- (a) ensure that the Prison Operating Manuals prepared and approved under clause 6.7 are certified to ISO 9001;
- (b) review the Prison Operating Manuals annually on a rolling basis unless otherwise agreed with the Department;
- (c) ensure that the Prison Operating Manuals are linked to external operations where appropriate and are the subject of a high degree of staff awareness and knowledge indicative of their importance; and
- (d) ensure that the Prison Operating Manuals are subject to external quality assurance auditing and compliance.

5.11 Operational Matters - Prison as Part of the Community

- (a) The Contractor must:
 - (i) deal with enquiries from the community promptly and courteously while respecting the entitlement of Prisoners to privacy; and
 - (ii) ensure that the local community is aware of the role and function of the Prison and volunteer groups are encouraged to participate in service delivery where appropriate.
- (b) The Contractor must ensure that it engages organisations from the functional community of which the Prison is a part as a member of the corrections family.
- (c) The Contractor must actively engage community and volunteer organisations in the life of the Prison both on a sub-contractual and informal basis. In particular the formation of constructive community linkages through this input will be a key facet in the resettlement process assisting in complementary, seamless and overlapping delivery of community re-entry strategies for Prisoners.
- (d) The Contractor must place priority on engaging with the local community and maintaining constructive relationships with local government and community organisations. Where possible the Contractor must contribute to the work of local organisations and do its business locally in accord with its Industry Participation Plan.

Acacia Prison Services Agreement

Schedule 4

- (e) Community and volunteer representatives' input must be carefully coordinated and focussed so that maximum value is gained from their commitment.
- (f) The Contractor must provide individuals entering the Prison with all necessary training and support to enable them to operate safely at the Prison.
- (g) The Contractor must actively encourage the participation of community and volunteer organisations in contributing to Prisoner rehabilitation, physical, emotional and spiritual wellbeing, and recreational activities within the context of sensible security considerations. All individuals participating in activities within the Prison must be provided with a comprehensive orientation security and safety briefing.
- (h) The Contractor acknowledges that the requirements of this section 5.11 apply in addition to the requirements of clauses 6.9 and 6.10.

5.12 Operational Matters - Prisoner Computers

- (a) The Contractor must:
 - (i) ensure the security of all Prisoner computers;
 - (ii) ensure that Prisoners do not access any form of external communication via the computer;
 - (iii) ensure that only approved hardware and software, as described in applicable Legislative Requirements, is used on Prisoner computers; and
 - (iv) allow the Department to conduct audits of Prisoners' personal computers and augment these audits with its own internal systems and inspection regime.
- (b) The Contractor must ensure Prisoners do not have access to the Contractor Computer, the Departmental System or any external system.
- (c) The Contractor must provide personal computers and software applications to Prisoners in accordance with Departmental specifications and applicable Legislative Requirements, procure all computer hardware and software and manage equipment and warranty repairs through the Department and/or approved suppliers.
- (d) The Contractor must ensure that each Prisoner who has a personal computer is the subject of increased search activity and this is communicated to, and understood by, the Prisoner as being a pre-requisite of having a computer in his possession.
- (e) Any Prisoner whose activities cause concern may have his personal computer removed on a precautionary basis, for subsequent investigation. Any contravention of rules will result in removal of the personal computer. The Contractor must ensure that the Prisoner is mindful of the breach of trust involved and the possibility that his actions may result in the facility being withdrawn in its entirety.

Acacia Prison Services Agreement

Schedule 4

- (f) Contract Workers must contact the Contractor's Security Manager if a Prisoner requests a variation to their personal computer and software applications prior to the variation being made.
- (g) The Contractor must prevent the use of wireless technologies by Prisoners and ensure that no transmitting or receiving device of any form or function is allowed in the possession of any Prisoner.
- (h) The Contractor must comply with Policy Directive 2 (Use of Computers by Prisoners), Director General's Rule 8 (Use of Computers by Prisoners) and all other Legislative Requirements applicable to Prisoners' computers.

5.13 Operational Matters - Prisoner Personal Funds, Gratuities and Purchases

- (a) The Contractor must manage Prisoner gratuities, personal funds and purchases in accordance with applicable Legislative Requirements.
- (b) The Contractor acknowledges that the Prison Canteen Service is not exempt from Commonwealth and State taxes and the price of Canteen Goods must include the amount of such taxes.
- (c) The Contractor must inform Prisoners of the items available through External Prisoner Purchases and any limitations that may apply.
- (d) The Contractor must:
 - (i) set out procedures and times for access to the Prison Canteen Service (including after hours access for late receivals) in written local policies;
 - (ii) ensure that eligible Prisoners receive access to the Prison Canteen Service including after hours if necessary;
 - (iii) develop procedures for special purchases and requests and make those procedures available to Prisoners;
 - (iv) ensure that information regarding the scope and availability of the Prison Canteen Service is made available to all Prisoners upon reception at the Prison;
 - (v) ensure that each Prisoner's induction contains information pertaining to the Prisoner Canteen Service and External Prisoner Purchases; and
 - (vi) ensure that all monies spent on the Prison Canteen Service and External Prisoner Purchases are recorded on TOMS.
- (e) Beyond that the Contractor must investigate the possibility of introducing a new gratuity structure that aligns with the EPI Scheme and its Operational Philosophy and Regime. Each activity will assign to itself internal activities that attract the differing bands of pay. This will in effect be a continuation of the existing system, pursuant to Departmental policies in place immediately before the Commencement Date.
- (f) To minimise Prisoner discontent the Contractor will signal its intentions in advance, communicate fully throughout the process and move to the new system over a weekend.

Acacia Prison Services Agreement

Schedule 4

- (g) The Contractor may replace the system in place immediately before the Commencement Date with a simpler one based on EPI Scheme level and achievement after careful consideration and in the light of operational experience.
- (h) The Contractor's Operational Philosophy and Regime is centred on the Responsible Prisoner. The Responsible Prisoner works towards his IMP targets as the basis for his whole activity and intervention programme. The IMP is based on the four cornerstones of imprisonment. The Contractor wishes to recognise these efforts.
- (i) Also, the EPI Scheme, again based on the four cornerstones of imprisonment, is predicated on the Responsible Prisoner meeting his IMP targets and achieving across the whole range of his Prison life, mapped against the four cornerstones of imprisonment. The Contractor wishes to recognise these efforts.
- (j) Through meeting his IMP the Responsible Prisoner is duly recognised within the EPI Scheme.
- (k) The IMP is about the Responsible Prisoner addressing his needs (which are intrinsically advantageous) whilst the EPI Scheme is about rewarding him for it (which is demonstrably advantageous).
- (l) The Prison is all about Prisoners meeting their IMP (or MAP).
- (m) In these circumstances, the Contractor's proposal is that gratuities are correlated against the three EPI Scheme levels.
- (n) Exact calculations would have to be made but the system would basically replace the lower gratuity bands with a 'Basic' grade, the middle gratuity bands with a 'Standard' grade, and the upper gratuity bands with an 'Enhanced' grade.
- (o) The Contractor's concern with the system in place immediately prior to the Commencement Date is that it links pay to skills and this may disadvantage the committed Prisoner who is working extremely well to meet his IMP, but because of his skills limitations, cannot attain a high-skill, high gratuity post.
- (p) The Contractor's proposal also effectively deals with the high productivity, high skilled Prisoner who is a valuable team member in an industry workshop, but a poor performer in his residential unit. In the Contractor's model, EPI Scheme progress and gratuity level are linked and higher rewards require application across all areas).
- (q) The Contractor considers that its structure has the following advantages:
 - (i) it is very simple to operate, administer, and for Prisoners to understand;
 - (ii) it provides a direct link back to the EPI Scheme, through that the IMP, through that the four cornerstones of imprisonment, and through that the vision of successful and law-abiding life after release;
 - (iii) it has a low vulnerability to manipulation;
 - (iv) it retains Prison focus on its core vision and core documents; and

Acacia Prison Services Agreement

Schedule 4

- (v) it requires compliance, application and achievement across the whole of the Prison.
- (r) Gratuities may be lost through two avenues, the first within any scheme, the latter only if the Contractor adopts its new structure:
 - (i) through financial penalties assigned through loss of privileges that may be applied; and
 - (ii) through reclassification of EPI Scheme level.
- (s) Prisoners engaged in volunteering will not be paid for their efforts.
- (t) From the Commencement Date, the Contractor must implement a scheme (***Saving Scheme***) in which it encourages each Prisoner to place a maximum of \$2.50 each week in an inaccessible release grant account, from his earnings within the Prison during the period in question, which forms part of the Prisoner Trust Account, during the last ten weeks before the Prisoner's release. Unless there is an emergency access need, the Contractor must ensure that these monies remain inaccessible to the Prisoner. The Contractor must match the funds placed by a Prisoner in the release grant account up to a maximum contribution of \$25 by the Contractor for the Prisoner. The Contractor's total annual contribution to the Saving Scheme will not exceed \$25,000 (***Saving Scheme Cap***). The Contractor must:
 - (i) pay all funds accumulated by a Prisoner under the Saving Scheme to the Prisoner immediately upon his release; or
 - (ii) if the Prisoner is transferred to another prison prior to his release, ensure that the funds are transferred with the Prisoner.
- (u) On each Review Date the Saving Scheme Cap will be adjusted according to the following formula:
$$SSCN = SSCO \times \text{CPI Adjustment}$$
where:

SSCN means the Saving Scheme Cap to apply from and after the Review Date; and
SSCO means the Saving Scheme Cap as set out in paragraph (t).
- (v) If, after the Commencement Date, the State introduces a scheme providing equivalent or better benefits for Prisoners than the Saving Scheme implemented by the Contractor under paragraph (t), the Contractor may cease to operate the Saving Scheme upon the provision of reasonable notice to the State and the Prisoners.
- (w) On the release of a Prisoner, all Prisoner property and any accumulated unspent money must be returned to the Prisoner.
- (x) The Contractor must use the PIAC as a forum for the development of the Prison Canteen Service and External Prisoner Purchases.
- (y) The Contractor must comply with Policy Directive 25 (Prisoner Employment), Policy Directive 52 (Prisoner Taxation Returns), Operational Instruction 11

Acacia Prison Services Agreement

Schedule 4

(Prisoner Purchases and Canteen Management), Occupational Instruction 12 (Management of Prisoners' Money), the Prisons Regulations and all other Legislative Requirements applicable to the Management of Prisoner personal funds, gratuities and purchases.

5.14 Operational Matters - Contractors Performance Management Systems

- (a) The Contractor must implement performance improvement systems to enable it to self monitor compliance effectively, evaluate the quality of its performance in all areas and identify self-improvement strategies. These systems must incorporate strategies to evaluate performance on all aspects including areas such as correctional culture and correctional philosophy. The Contractor must advise the Department as required of the outcomes of the self monitoring and evaluation processes.
- (b) The Contractor's systems must demonstrate organisational and cultural fit with those used by the Department, ensuring that key metrics are easily accessible and require no translation from one system to the other.
- (c) The Contractor's systems must provide an audit trail by which independent evaluation, inspection and audit can provide assurance that results and conclusions are accurate, complete and confident.
- (d) The Contractor's performance management systems must be intrinsically linked to quality assurance processes and accreditation.
- (e) The Contractor considers that quality assurance systems and performance management systems acting in concert are of most benefit when the learning from them is applied to avoid performance failures, rectify deficiencies if they occur and support development. Critically, the responsibility for quality and performance should be shared by all rather than a small number of Contract Workers.

5.15 Operational Matters - Risk Management

- (a) The Contractor must implement risk management systems to enable it to self monitor compliance and evaluate its performance in all areas. These systems must incorporate strategies to evaluate performance on all aspects including areas such as correctional culture and correctional philosophy. The Contractor must advise the Department as required of the outcomes of the self monitoring and evaluation processes.
- (b) The Contractor must provide an accessible and applicable risk management system that manages all risks under a common umbrella including compliance, community safety, Contract Worker safety and Prisoner security.
- (c) The Contractor's system must complement those used by the Department and other key partners, in terms of both systems and strategies and enable an effective interchange of information to the mutual benefit of all partners.
- (d) In terms of ensuring and demonstrating compliance with all functions of the Prison, the Contractor's risk management system is applied during the planning

Acacia Prison Services Agreement

Schedule 4

process and later through monitoring of operations in accordance with the Contractor's internal process.

- (e) The Contractor must ensure that each Prison function resulting from the need to comply with contractual obligations, deliver the Operational Philosophy and Regime, operate safely and securely, or to develop the service will be risk assessed as an initial task, and appropriate mitigations identified. These must be integrated into the Contractor's multi-level governing documentation, modifying the initial planned function as is necessary to minimise risk. This provides an on-going risk management system. The result is the Prison function as delivered, which is monitored and risk assessed both formally and in the light of operational experience.

5.16 General – Maintaining Effective Relationships With The Department

- (a) The Contractor must maintain effective relationships at all levels with the Department and participate actively in processes to establish and maintain effective relationships.
- (b) The Contractor must work collaboratively with the Department and through them, and directly, build collaborative links with all elements of the Western Australian justice system.
- (c) The Contractor must, wherever possible, inform, involve and integrate the Department and relevant stakeholders in its work. These actions will include collaborative working, joint strategies, shared knowledge, joint projects, bi-lateral meetings, workshops, information provision, reporting, developmental activities and mutual assistance.

5.17 General – Resources

The Contractor must:

- (a) maximise the effective and efficient use of all the facilities available at the Prison;
- (b) ensure that sufficient furniture and equipment is available at the Prison to enable the simultaneous delivery of several programs without diminution of service quality or quantity; and
- (c) ensure that the furniture and equipment in all activity areas are available and functional to allow delivery of activities to take place.

5.18 General – Subcontractors

- (a) The Contractor must ensure that:
 - (i) all Subcontractors are appropriately chosen for their capacity to perform the work;
 - (ii) all Subcontractors are able to operate with the Department's interests in mind; and
 - (iii) all Subcontractors are able to integrate with the Department's functions by attending and participating in meetings and workshops.

Acacia Prison Services Agreement

Schedule 4

- (b) The Contractor may only subcontract a function of the Prison's operation where this will add to the value and quality of the Services, rather than as a means to offset cost.
- (c) The Contractor must also take into account the following characteristics in order to determine whether the proposed Subcontractor demonstrates the necessary cultural fit in terms of processes and ethical stance:
 - (i) its equal opportunities policies;
 - (ii) its environmental policies;
 - (iii) its accredited quality assurance status;
 - (iv) its written commitment to the Contractor's operational philosophy; and
 - (v) if held, its Priority Access Employer status.
- (d) The Contractor must ensure that any proposed Subcontractor has the appropriate financial capacity to perform its obligations under the proposed Subcontract.
- (e) The Contractor acknowledges that the requirements of this section 5.18 apply in addition to the requirements of clause 28.

5.19 General – Video Conferencing

The Contractor must provide video conferencing facilities for Prisoner court appearances and to facilitate communication for Prisoners from remote areas of the State and overseas. The Contractor must advise the State how the video conferencing facilities will be managed and the uses envisaged for it. The video conferencing facilities must be capable of integration with the Department's existing video conferencing facilities.

6. Human Resources and Occupational Health and Safety

6.1 Processes - Human Resources Systems

- (a) The Contractor must develop, and submit to the State for its approval, within 3 months after the Commencement Date, a code of conduct for the behaviour of Contract Workers, while they are working and off duty (***Code of Conduct***). The Code of Conduct will be included in the Prison Operating Manuals developed pursuant to clause 6.7 and will be a code for the purpose of clause 9.3(b).
- (b) The Contractor must ensure that human resource systems are in place:
 - (i) to enable effective appraisals of the performance of Contract Workers;
 - (ii) to ensure that the behaviour of Contract Workers is of the highest standard even when off duty and is in accordance with the Code of Conduct;
 - (iii) to provide mentoring for new Contract Workers;
 - (iv) to enable the Prison to operate safely, securely and with extensive support networking for Contract Workers; and

Acacia Prison Services Agreement

Schedule 4

- (v) subject to clauses 9.2(d) and (e), to foster and support gender and ethnicity mix, reflecting the community and, where appropriate, the Prison population.
- (c) The Contractor must ensure that Contract Workers are afforded support, guidance and assistance by the use of comprehensive and fair human resources strategies.
- (d) The Contractor must implement and maintain effective occupational health and safety standards and ensure that all Contract Workers comply with them.
- (e) In addition to the requirements set out in clause 9.5, the Contractor must formulate and disseminate a comprehensive suite of human resource management policies to all Contract Workers that supports the operational strategy for the Prison. This will include policies dealing with performance management, occupational health, safety and rehabilitation, security, equal opportunity, anti-discrimination, victimisation, bullying, employee support and assistance. The Contractor must ensure that management and supervisory staff are well versed in human resource policy and trained in carrying out all human resource management processes.
- (f) The Contractor must ensure that roles are clearly defined and agreed with employees and that effective performance appraisals are conducted consistent with the Contractor's Performance Management System.
- (g) The Contractor must provide, as part of its Training Programs, comprehensive personal safety and security training for all Contract Workers pertinent to undertaking a role within a secure working environment.

6.2 Processes - Facilities and Services for External Contractors

The Contractor must ensure that accommodation and security is provided for staff from external contractors who work at or visit the Prison.

6.3 Processes - Local Industrial Relations

- (a) The Contractor must:
 - (i) work closely with employee organisations, and with workplace representatives, to address operational matters in a proactive and co-operative environment, to minimise the number of disputes and work together toward a timely and satisfactory resolution;
 - (ii) maintain accurate records of meetings with employee organisations; and
 - (iii) manage industrial issues in a proactive manner.
- (b) The Contractor must work pro-actively and with vigour to avoid and, as necessary, to resolve any industrial disputes, mindful of the importance of Prison operations as a key public service.
- (c) The Contractor must establish appropriate consultative mechanisms, including a formal consultative committee, the membership of which will include elected employee representatives and management representatives.

Acacia Prison Services Agreement

Schedule 4

- (d) The Contractor must hold regular (likely quarterly) meetings with union officials to keep lines of communication well maintained so that potential problems may be dealt with at an early stage and that opportunities to work together may be realised. Accurate records must be kept of consultative committee meetings and meetings with union officials and made available to all parties.
- (e) The Contractor must ensure that managers and supervisors at various levels establish and maintain fair and open relationships with their direct reports and deal promptly with employee grievances.
- (f) To strengthen its commitment to the responsible management of industrial and employee relations, the Contractor will appoint an experienced Assistant Director Human Resources (or equivalent) who will report to the Prison Director and who will also be a member of the Contractor's Senior Management Team and leadership group. The person appointed and his/her direct reports will be located at the Prison and will work exclusively for the Prison. Amongst other things the human resources function will play a central role in sponsoring an equitable and collaborative work environment.
- (g) With respect to the industrial arrangements to be applied on site, for custodial and related operations employees, the Contractor must use reasonable endeavours to negotiate a collective agreement with the union parties that currently represent the industrial interests of employees at the Prison.
- (h) The terms and conditions of such an agreement in aggregate must be no less favourable to employees than the agreement in place immediately before the Commencement Date. The scope of the agreement will include the majority of custodial, operations, administration and other employees up to and including the first level of supervision but the parties acknowledge that there may be appropriate changes to the scope of such collective agreements to facilitate a different emphasis in management structure and culture.
- (i) The Contractor acknowledges that the requirements of this section 6.3 apply in addition to the requirements of clause 10.

6.4 Processes - Management Systems and Practices

The Contractor must demonstrate:

- (a) what management systems and practices it will use that will contribute to the philosophy of the Prison; and
- (b) what practices it will use to ensure the efficient management and operation of the Prison.

6.5 Processes - Organisation Structure

- (a) The Contractor must provide management personnel who:
 - (i) are strong, responsible, accountable and transparent;
 - (ii) are prepared to maintain the safety of the community, the safety and security of Contract Workers and the security of the Prison; and

Acacia Prison Services Agreement

Schedule 4

- (iii) provide a sound and responsible management structure.
- (b) The Contractor must establish and communicate an organisation structure that illustrates line-reporting relationships for the Prison.
- (c) For employees who are not subject to collectively negotiated agreements or other industrial instruments:
 - (i) individual position descriptions and key performance targets will be agreed between managers and their direct reports; and
 - (ii) the Contractor must introduce six monthly performance reviews.
- (d) For employees subject to collectively negotiated agreements or other industrial instruments, generic job descriptions and key performance indicators must be established.
- (e) The Contractor must establish and disseminate written policies dealing with authority and responsibility to make commercial transactions, media comments, public statements and employment related decisions.

6.6 Personnel - Recruitment

- (a) The Contractor must fully and appropriately resource the delivery of the Services and the performance of the Contractor's Obligations by developing and implementing comprehensive and robust strategies:
 - (i) in respect of the recruitment of Contract Workers, to ensure that any vacant position is filled by an appropriate person in a timely manner and to timescales agreed with the Department; and
 - (ii) in respect of the retention of Contractor Workers, including by providing incentive schemes for Contract Workers and workplace practices that inspire loyalty.
- (b) The Contractor must plan for the recruitment of Contract Workers against the background of operational requirements, projected organisation structure, and the future direction of the Prison.
- (c) The Contractor must ensure that its human resources function carries primary responsibility for developing and maintaining reliable channels for sourcing candidates in all areas of employment, for the timely management of recruitment, and for verifying the quality of candidates for selection in accordance with clause 9.2.
- (d) The Contractor's recruitment and retention strategies must focus on attracting and retaining appropriate people and giving them the appropriate training, support and developmental opportunities to enable them to excel, including by:
 - (i) implementing an attractive and competitive salary package to facilitate the recruitment and retention of capable people;
 - (ii) complementing salary with other entitlements such as flexible working patterns, including part time work, bonuses and access to the Contractor's share plan;

Acacia Prison Services Agreement

Schedule 4

- (iii) careful selection of people using competency and behavioural interviewing practice;
 - (iv) comprehensive training – delivered by experienced operational people, supplemented by mentoring and a program of “shadowing” experienced officers in carrying out their duties;
 - (v) developmental training throughout employment, including indigenous Prisoner management, enabling Contract Workers to develop their skills across a broader base, offering advancement opportunities, making candidates aware that future employment opportunities are not restricted to positions at the Prison, but include other roles within the Contractor and Serco Group internationally;
 - (vi) rostering that will enable Contract Workers to car pool; and
 - (vii) considering greater use of the mini bus for staff transport.
- (e) The Contractor's recruitment strategy must focus on recruiting locally where possible but the Contractor must use the Serco Group intranet job posting system to enable candidates to be matched against vacancies on a worldwide basis.
- (f) The Contractor must use additional strategies to attract and retain scarce professional employees (e.g. health care professionals, teachers) including:
- (i) university and college recruitment;
 - (ii) university and college post graduate placements; and
 - (iii) sessional and part time employment.

6.7 Personnel - Induction and Orientation

- (a) The Contractor's Pre-Service Induction Program must provide comprehensive induction and orientation strategies for all new Contract Workers entering the Prison. For Contract Workers performing Custodial Functions, the Pre-Service Induction Program must incorporate modules of Certificate III training course, as may be appropriate, which will occur on site. Relevant modules of the Certificate III training course will also be adapted as part of the Pre-Service Induction Program for non-custodial staff employed in the Prison.
- (b) The Contractor must develop and document a standard safety and awareness orientation package for subcontractor staff and volunteer workers working at the Prison.

6.8 Personnel - Deployment

- (a) The Contractor must ensure that:
- (i) a workforce model detailing numbers of Contract Workers and their qualifications, at all locations in the Prison, is developed;
 - (ii) rostering is managed in an effective manner and management processes are developed to manage short term vacancies such as those resulting from short term sick leave, and also to compensate for longer term vacancies, to

Acacia Prison Services Agreement

Schedule 4

ensure from 1 January 2007 the daily attendance of sufficient numbers of Contract Workers which constitute at least 90% of the agreed staff numbers set out in Annexure C;

- (iii) without derogating from the Contractor's staffing obligations, "stepped closures" planning will be used to ensure the safety of the community and Contract Workers, and the security of the Prison during any shortages of Contract Workers.
- (b) The Contractor must effectively manage Contract Workers on a fair and open basis and consult with staff groups in the preparation or alteration of shift patterns. The Contractor must seek to accommodate work-life balance issues where operational needs allow. Management systems in relation to Contract Workers must be accessible and all new members of staff must receive an HR element in their induction.
- (c) The Contractor must ensure that it has a clear strategy for staff deployment, which includes the policies and processes being operated. These will be regularly reviewed to ensure they are up to date and of use.
- (d) The Contractor must develop detailed Post Orders for Contract Workers performing Custodial Functions. The Post Orders must be consistent with the Prison Operating Manuals and, in particular, the Prison Operating Manuals relating to security. The Post Orders must be made available to the State to enable it to audit them if required.

6.9 Personnel - Training and Development

- (a) In this section 6.9:
 - Certificate III* means the training and qualification to the minimum Australian industry qualification applicable in respect of work involving Custodial Functions from the National Training Package for Correctional Services, which at the Signature Date is CSC30201 Certificate III in Correctional Practice (Custodial); and
 - Certificate IV* means the training and qualification to the Australian industry qualification for custodial staff at AQF IV level which at the Signature Date is CSC40201 Certificate IV in Correctional Practice (Custodial).
- (b) The Contractor must not permit any Contract Worker to:
 - (i) perform Custodial Functions without a Certificate III:
 - (A) for more than six months after the Commencement Date in the case of a Contract Worker who was engaged by the Original Contractor (or its subcontractor) to perform Custodial Functions at the Prison for a period of 3 months or longer; or
 - (B) for more than 9 months in any other case;
 - (ii) perform the functions of a supervisor of other Contract Workers performing Custodial Functions:
 - (A) without a Certificate III; and

Acacia Prison Services Agreement

Schedule 4

- (B) for more than 24 months in aggregate without a Certificate IV; or
 - (iii) perform the functions of a supervisor of other Contract Workers performing administrative functions for more than 24 months after the Commencement Date without the Australian industry qualification for correctional services at AQF IV level which, at the Signature Date is CSC40101 Certificate IV in Correctional Practice.
- (c) In designing the Pre-Service Induction Programme for Contract Workers performing Custodial Functions the Contractor must comply with the National Training Package, and provide additional emphasis on:
 - (i) the philosophical and conceptual framework described in the Operational Philosophy and Regime;
 - (ii) highly developed interpersonal skills, linked to the pro-social model of interaction;
 - (iii) understanding of the principles and practice of dynamic security;
 - (iv) cross cultural training with a particular focus on indigenous cultural issues;
 - (v) suicide prevention, response, and “listening” skills; and
 - (vi) case management and the role of Contract Workers performing Custodial Functions in supporting the achievement of IMP goals.
- (d) The Contractor must encourage Contract Workers to participate in the Department’s Prison Leaders’ Programme and assist Contract Workers in examining career path opportunities within the Prison and more widely in the Contractor's corporate group, and in the provision of training and development opportunities to achieve their chosen path. The Contractor must also examine with the Department opportunities for secondment or staff exchange, to enable its staff to gain experience and knowledge of the wider Prisons/corrections system.
- (e) The Contractor must provide targeted development for its 'rising stars' to facilitate succession planning for key positions.

6.10 Personnel - Staff Performance Management Systems

- (a) The Contractor's performance management system must be structured around the following five components:
 - (i) Clear lines of responsibility and reporting – The Contractor must ensure that there are clear lines of responsibility for the outcomes of each section and division and the Contractor as a whole and must avoid complex structures and the potential risks of unclear reporting lines.
 - (ii) Role Definition – The Contractor must implement clearly articulated position descriptions that set out reporting relationships, accountabilities/responsibilities and the competencies required for satisfactory performance in the position.
 - (iii) Key Performance Indicators – The Contractor must establish a process for the agreement between a manager his/her direct reports to prospective

Acacia Prison Services Agreement

Schedule 4

corporate targets, business unit specific targets/KPI's and a personal objectives and development plan. The process should be participative and allow employees to monitor their own performance against agreed objectives as the performance management year progresses.

- (iv) Performance Reviews – The Contractor must conduct a major annual performance review in March of each Operation Year and an interim performance review taking place in September. Performance reviews must:
 - (A) provide a formal opportunity for two-way communication between a manager and his/her direct reports about immediate past performance against agreed targets, the content of the position and the employee's future development; and
 - (B) involve the refining of objectives, setting new objectives and adjustment of the accountabilities and responsibilities expected of the position.
 - (v) Performance reviews must be noted in writing and available to employees who have the opportunity to record their agreement (or otherwise) to their reviewing manager's conclusions.
 - (vi) N+1 Review – The Contractor must implement a system which requires the reviewing manager's next-up manager to oversee individual reviews, and be responsible for ensuring the process has been conducted fairly, transparently and in accordance with the Contractor's principles. The next-up manager is also available for discussion with employees who are unable to reach agreement with their direct supervisor/manager on any aspect of the performance management process.
 - (vii) Performance Grading – The Contractor must assign and communicate to each Contract Worker an indicative performance grading following the major annual performance review.
- (b) The Contractor must use performance management data as a key reference point in determining individual remuneration reviews, development plans, promotion/transfer decisions and succession plan recommendations.
 - (c) The Contractor agrees to implement the performance management system described in this section 6.10 for all employees who are not subject to collectively negotiated agreements or other industrial instruments by the end of the second Operation Year and a modified version progressively implemented for all other employees by the end of the fourth Operation Year.
 - (d) The Contractor acknowledges that the implementation of a performance management system for employees who are subject to collectively negotiated terms and conditions of employment will require an extensive period of consultation with employees, employee representatives and union officials and that it may be necessary to run with a trial period in order establish employee and union confidence in any proposed system.

Acacia Prison Services Agreement

Schedule 4

- (e) The Contractor agrees that its rewards system for Contract Workers will have the following characteristics:
 - (i) it will encompass both remuneration and non remuneration (recognition) factors;
 - (ii) its objectives will be to attract and retain capable employees who will contribute to the success of the business and participate in the opportunity for an enhanced career;
 - (iii) in respect of employees subject to collectively negotiated terms and conditions of employment at the Prison, it will include:
 - (A) competitive base pay;
 - (B) annual adjustment of pay structures negotiated in the certified agreement;
 - (C) competitive general terms and conditions of employment;
 - (D) access to the Serco Group Share Acquisition Plan;
 - (E) access to company provided transportation arrangements;
 - (F) participation in formal and informal employee recognition schemes;
 - (G) progressive introduction of performance management; and
 - (H) career development and promotion based on merit; and
 - (iv) in respect of employees who are not subject to collectively negotiated terms, it will include the following practices:
 - (A) objective assessment of various pay markets in which the company operates;
 - (B) the internal value relationship between positions;
 - (C) the periodic (usually annual) revision of pay structures in accordance with movements in pay markets;
 - (D) adjustment of individual remuneration based on performance;
 - (E) competitive base salaries;
 - (F) competitive general terms and conditions of employment;
 - (G) access to the Serco Group Share Acquisition Plan;
 - (H) access to company provided transportation arrangements;
 - (I) participation in formal and informal employee recognition schemes; and
 - (J) promotion and advancement based on merit.

Acacia Prison Services Agreement

Schedule 4

6.11 Personnel – interface with State

- (a) The Contractor must ensure that the Contract Manager and Monitors have open access to the Prison, all Records and activities in the Prison including meeting with staff and committees etc.
- (b) The Contractor must keep the Contract Manager fully informed of all significant developments and progress on issues with staff and meetings.
- (c) The Contractor must adopt an open, inclusive and communicative process to ensure that staff issues are dealt with as required.

Acacia Prison Services Agreement

Schedule 5

Schedule 5

Performance Measures and Performance Linked Fee Percentages

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply in this Schedule 5 unless the context requires otherwise.

Baseline means, with respect to a Performance Measure, the annual level of service provision as at the Signature Date, determined using historical performance data and as set out in column 4 of the Performance Measurement Table in respect of that Performance Measure.

Cornerstones of Imprisonment means the major objectives of contemporary corrections identified by the State, being: custody and containment; care and well-being; rehabilitation and reintegration; and reparation.

Performance Measure means each of the performance measures identified in the Performance Measurement Table.

Performance Measurement Table means the table set out in section 6 of this schedule.

PPMS means the electronic data collation system known as the Prison Performance Measurement System owned and operated by the State which extracts data from TOMS and aggregates that data against each of the Performance Measures.

Progressive Target means, with respect to a Performance Measure, each of the target levels of service provision for that Performance Measure as set out in column 5 of the Performance Measurement Table.

2. Performance Measurement Objectives

The Performance Linked Fee is a fee payable to the Contractor by reference to its performance against a number of specific Performance Measures which have been developed by reference to the Cornerstones of Imprisonment. This schedule sets out the basis for assessing the Contractor's performance and calculating the Performance Linked Fee.

Acacia Prison Services Agreement

Schedule 5

3. Performance Linked Fee

3.1 Performance Linked Fee

A Performance Linked Fee will be calculated and payable for each Operation Year by reference to the Contractor's performance against the Progressive Targets during that Operation Year.

3.2 Formula for Calculation of Performance Linked Fee

- (a) The Performance Linked Fee for an Operation Year will be calculated by aggregating the Individual Performance Linked Fees for each Performance Measure for that Operation Year.
- (b) In the case of each of Performance Measures 1, 2 and 4, the Contractor's performance against the Performance Measure will be monitored at the end of each Operation Month but the Individual Performance Linked Fee for that Performance Measure will be calculated at the end of the Operation Year.
- (c) In the case of each of the other Performance Measures, the Contractor's performance against the Performance Measure will be monitored, and the Individual Performance Linked Fee for that Performance Measure will be calculated at the end of each Operation Month. The Individual Performance Linked Fees for each Operation Month in an Operation Year will then be aggregated to determine the Performance Linked Fee for the Operation Year.
- (d) The Individual Performance Linked Fee for a Performance Measure for an Operation Year or Operation Month (as applicable) will be calculated in accordance with the following formula:

$$IPLF = MPLF \times FP \times PBP$$

where:

IPLF is the Individual Performance Linked Fee for that Performance Measure for the Operation Year or Operation Month (as applicable);

MPLF is the Maximum Performance Linked Fee that may be payable for that Operation Year, as determined in accordance with paragraph 3.3;

FP is the Fixed Percentage applicable to the Performance Measure as set out in column 3 of the Performance Measurement Table.

PBP is the applicable Performance Based Percentage set out in column 6 of the Performance Measurement Table determined by reference to the Contractor's performance during that Operation Year or Operation Month (as applicable) against the Progressive Targets for that Performance Measure.

3.3 Calculation of Maximum Performance Linked Fee

- (a) A Maximum Performance Linked Fee will be calculated for each Operation Year by:
 - (i) aggregating the Performance and Innovation Adjustments for each Operation Month in that Operation Year as calculated in accordance with

Acacia Prison Services Agreement

Schedule 5

section 3 of Schedule 2 and as deducted from the Base Operating Sum in accordance with section 1 of Schedule 2; and

- (ii) deducting from that sum the amount of \$250,000 representing the maximum Innovation Bonus which may be payable in respect of an Operation Year under clause 15.2.

- (b) A Maximum Performance Linked Fee will be calculated for each Operation Month by:

- (i) determining the Performance and Innovation Adjustment for that Operation Month as calculated in accordance with section 3 of Schedule 2 and as deducted from the Base Operating Sum as calculated in accordance with section 1 of Schedule 2; and
- (ii) deducting from the sum calculated under paragraph (i) above the amount of \$20,833, representing one twelfth of the maximum Innovation Bonus which may be payable in respect of an Operation Year under clause 15.2.

3.4 Determination and Payment of Performance Linked Fee

Within one month after the end of each Operation Year, the State must:

- (a) calculate the Performance Linked Fee in accordance with paragraph 3.2; and
- (b) give notice to the Contractor of the amount of the Performance Linked Fee, setting out in reasonable detail the calculation of the Performance Linked Fee.

Within 14 days of the giving of the notice under subclause (b) the State must pay the Performance Linked Fee to the Contractor.

3.5 Calculation for the First Operation Year

The first Operation Year (ending 30 June 2006) and the second Operation Year (ending 30 June 2007) will be combined for the purpose of calculation of the Performance Linked Fee. The Performance Linked Fee for those Operation Years will be calculated, notified and paid after the end of the second Operation Year.

3.6 No Performance Linked Fee on termination for a Termination Event

If this Agreement is terminated due to a Termination Event, no Performance Linked Fee will be payable in respect of the last Operation Year.

4. Systems and Records

4.1 Systems for Performance Assessment

The State and the Contractor agree that the Performance Linked Fee will be determined applying the processes, procedures and counting rules set out in this Schedule and by reference to:

- (a) data collected and recorded in TOMS and collated in the PPMS;
- (b) any other Departmental Systems;

Acacia Prison Services Agreement

Schedule 5

- (c) on-site monitoring; and
- (d) any other processes, information, data, records and reports available to the State, or which the State may reasonably require the Contractor to provide, from time to time.

4.2 Records and data integrity

- (a) The Contractor must collect, and record in TOMS, accurate and reliable data in a format which corresponds with the categorisations and definitions of PPMS and in accordance with processes prescribed by the State to enable the State to assess the Contractor's performance against the Performance Measures and to calculate the Performance Linked Fee.
- (b) The Contractor must use its own internal measures and audit processes to ensure achievement of the Progressive Targets. Such processes should include the analysis of event data so that incident levels and types are monitored, analysed and managed effectively.

4.3 Cooperation

The Contractor must cooperate with the State, and provide any information reasonably requested by the State, to assist the State in calculating the Performance Linked Fee.

4.4 Access for verification

The Contractor must ensure that the State has access to the Contractor's data, records, systems and Contract Workers to enable the State to verify the accuracy and integrity of the Contractor's recording and reporting of data for the purposes of assessment of the Contractor's performance and the calculation of the Performance Linked Fee.

4.5 System Failure

If as a result of any fault in TOMS or the PPMS or a failure to accurately record any relevant information, the Performance Linked Fee cannot be determined, the State may determine the Performance Linked Fee on the basis of any recorded manual information and other available sources.

5. Mitigation

5.1 Mitigation Claim

The Contractor may seek adjustment to the Performance Linked Fee payable for any Operation Year on the basis that its performance during that Operation Year was adversely affected by circumstances beyond the control of the Contractor and the Contractor's Associates (a *Mitigation Claim*).

5.2 Timing and content of Mitigation Claim

A Mitigation Claim must be notified to the State as soon as the Contractor becomes aware that its performance has been adversely affected by circumstances beyond its control, and

Acacia Prison Services Agreement

Schedule 5

in any event, no later than 10 Business Days after the end of the Operation Month in which the Contractor's performance was affected. The Mitigation Claim must be accompanied by:

- (a) evidence of the circumstances which have adversely effected the Contractor's performance during that Operation Month;
- (b) an explanation as to why those circumstances were outside the Contractor's reasonable control, and
- (c) a description of the steps taken by the Contractor to mitigate the effect of those circumstances on its performance.

5.3 Consideration of Mitigation Claim

The State must consider the Mitigation Claim and any evidence which accompanies it and may request any additional information to consider the merits of the Mitigation Claim. All Mitigation Claims will be discussed at the quarterly meetings referred to in clause 13.4(b).

5.4 Determination

The State must, acting reasonably, decide whether or not to adjust the Performance Linked Fee in response to the Contractor's Mitigation Claim and must notify the Contractor of its decision as soon as practicable and, in any event, within 1 month after the quarterly meeting referred to in paragraph 5.3. The State's notice must state the amount of the adjustment (if any) which it will apply to the Performance Linked Fee.

5.5 Payment of Performance Linked Fee pending determination

Pending determination of a Mitigation Claim by the State, the Performance Linked Fee for that Operation Year will be paid without adjustment in accordance with paragraph 3.4 of this Schedule. The amount of the adjustment will then be paid independently within one month after notification of the State's determination under paragraph 5.4.

Acacia Prison Services Agreement

Schedule 5

6. Performance Measures

The Performance Measurement Table below sets out each Performance Measure, the Baseline and the Progressive Targets for each Performance Measure and the effective date for commencement of monitoring against the Performance Measure. Column 3 of the Table shows the Fixed Percentage of the Maximum Performance Linked Fee that applies to each Performance Measure and column 6 of the Table shows the Performance Based Percentage which applies if the Contractor's performance meets a Progressive Target set out in column 5 of the Table. Provisions explaining the terminology, assessment processes and counting rules in respect of each of the Performance Measures and the Progressive Targets are set out in paragraphs 6.1 to 6.12 below.

Table

No.	Performance Measure	Fixed Percentage	Baseline	Progressive Targets	Performance Based Percentage	Effective Date
1	The number of Serious Assaults each Operation Year.	10	12	Greater than 12 9 - 12 6 - 8 4 - 5 Less than 4	0% 60% 80% 90% 100%	Commencement Date
2	The number of Prisoners each committing one or more acts of Serious Self- harm each Operation Year.	10	12	Greater than 12 9 - 12 6 - 8 4 - 5	0% 60% 80% 90%	Commencement Date

Acacia Prison Services Agreement

Schedule 5

No.	Performance Measure	Fixed Percentage	Baseline	Progressive Targets	Performance Based Percentage	Effective Date
				Less than 4	100%	
3	The percentage of incident reports completed accurately in accordance with requirements.	10	90%	Less than 90% 90 – 95% Greater than 95%	0% 90% 100%	1 October 2006
4	The percentage of random urine sample tests identifying a Positive Urine Sample Test Result.	10	13%	More than 13% 10 - 13% Less than 10%	0% 60% 100%	Commencement Date
5	Percentage of agreed staffing levels.	10	90%	Less than 90% 90 – 95% Greater than 95% and less than or equal to 98% Greater than 98%	0% 85% 90% 100%	1 January 2007

Acacia Prison Services Agreement

Schedule 5

No.	Performance Measure	Fixed Percentage	Baseline	Progressive Targets	Performance Based Percentage	Effective Date
6	Percentage of Prisoners' Sentence Planning Documents reviewed in accordance with their scheduled review date, and in accordance with Director General's Rule 18.	8	90%	Less than 90% 90 - 95% Greater than 95%	0% 75% 100%	Commencement Date
7	Percentage of Prisoners whose program requirements as approved in the Prisoners' Individual Management Plans (IMPs) are delivered as scheduled.	7	100%	Less than 100% 100%	0% 100%	Commencement Date
8	Percentage of Prisoners to whom education and traineeships requirements as approved in the Prisoners' Individual Management Plans (IMPs) are delivered as scheduled.	7	100%	Less than 100% 100%	0% 100%	1 January 2007
9	Management of Social Visits in accordance with the requirements of Director General's Rule 7.	7	100%	Less than 100% 100%	0% 100%	Commencement Date
10	Percentage of Prisoner Grievances	7	90%	Less than 90%	0%	Commencement Date

Acacia Prison Services Agreement

Schedule 5

No.	Performance Measure	Fixed Percentage	Baseline	Progressive Targets	Performance Based Percentage	Effective Date
	managed in accordance with the approved process.			90 – 95% Greater than 95%	75% 100%	
11	The percentage of Prisoners in a Structured Activity for no less than 30 hours a week.	7	90%	Less than 90% 90% or greater	0% 100%	1 January 2007
12	The percentage of the population of Aboriginal Prisoners accommodated in Standard and Enhanced Accommodation Levels.	7	30%	Less than 30% 30%	0% 100%	1 January 2007

Acacia Prison Services Agreement

Schedule 5

6.1 Performance Measure 1

The number of Serious Assaults in each Operation Year.

Assessment Process

- (a) The State will obtain a monthly report from PPMS on the number of Serious Assaults during the previous Operation Month.
- (b) Upon receiving each PPMS report, the State will assess the PPMS report and ascertain if the correct classification has been applied to each incident in terms of "Serious Assault" and "Assault" and that the incident has actually been reported as a Serious Assault if so warranted.
- (c) The State will assess reports and all other data available to it to ensure all incidents that constitute a Serious Assault have been accurately reported in the PPMS report as a Serious Assault.
- (d) The Contractor must, at the request of the State, re-work all PPMS reports that do not correctly record the number of Assaults and Serious Assaults that occurred during the previous Operation Month.

6.2 Performance Measure 2

The number of Prisoners each committing one or more acts of Serious Self-harm each Operation Year.

Assessment Process

- (a) The State will obtain a monthly report from PPMS on the number of acts of Serious Self-harm during the previous Operation Month.
- (b) Upon receiving each PPMS report, the State will assess the PPMS report and ascertain if the correct classification has been applied to each incident in terms of "Serious Self-harm " and "Self-harm" and that the incident has been reported as an act of Serious Self-harm if so warranted.
- (c) The State will assess reports and all other data available to it to ensure that all incidents that constitute an act of Serious Self-harm have been reported in the PPMS report as an act of Serious Self-harm.
- (d) The Contractor must, at the request of the State, re-work all PPMS reports that do not correctly record the number of acts of Self-harm and Serious Self-harm that occurred during the previous Operation Month and produce an amended report.

6.3 Performance Measure 3

The percentage of incident reports completed accurately and in accordance with the prescribed process in Policy Directive 41.

(a) Definitions

The following definition applies in this section 6.3.

Acacia Prison Services Agreement

Schedule 5

Complying Incident Reports means incident reports which:

- (i) are accurate;
- (ii) have been completed and reported in accordance with Policy Directive 41 and other prescribed processes and applying prescribed classifications; and
- (iii) which are reliable and complete.

(b) Assessment Process

- (i) A sample of incident reports will be assessed by the State during each Operation Month to identify which incident reports are Complying Incident Reports and which incident reports are not.
- (ii) The State will refer all deficient reports back to the Contractor for re-working and re-submitting.
- (iii) The Contractor must note the deficiencies identified by the State and ensure the reports are re-worked and re-submitted as Complying Incident Reports within the specified time. However re-worked and re-submitted Complying Incident Reports will not be treated as Complying Incident Reports for the purpose of measuring the Contractor's performance against this Performance Measure.
- (iv) A failure to lodge an incident report when one should have been lodged will be deemed to be the lodgement of an incident report which is not a Complying Incident Report.

6.4 Performance Measure 4

The percentage of random urine sample tests identifying a Positive Urine Sample Test Result.

Assessment Process

- (a) The State will issue a monthly RDT List and the test results of urine samples taken from Prisoners on the RDT List will form the basis of the assessment against this Performance Measure.
- (b) The State will assess the urine sample test report for each Prisoner on the RDT List to determine compliance with the prescribed process for taking urine samples from Prisoners and to assess the accuracy of results entered into TOMS.
- (c) The State may determine that a test report is deemed to be a Positive Urine Sample Test Result for the purpose of calculating the Performance Linked Fee where that test report was inaccurate, inaccurately reported or results from a test which was not taken in accordance with the prescribed processes.
- (d) The State will take account of any Mitigation Events which may have impacted the Positive Urine Sample Test Result.

6.5 Performance Measure 5

Percentage of agreed staffing levels.

Acacia Prison Services Agreement

Schedule 5

Assessment Process

- (a) The Contractor must provide staffing numbers to the State, as required by the State, for the purpose of assessing the Contractor's performance against this Performance Measure
- (b) For the purpose of calculating the Performance Linked Fee for this Performance Measure, the State will calculate the number of staff attending at the Prison on a sample of days during each Operation Month. The State will calculate the average daily staff attendance over the sampled days in each Operation Month and express that number as a percentage of the agreed staff numbers set out in Annexure C.

6.6 Performance Measure 6

Percentage of Prisoners' Sentence Planning Documents reviewed in accordance with their scheduled review date, and in accordance with Director General's Rule 18.

Assessment Process

At the end of each Operation Month the State will:

- (a) use the Departmental Systems (and any other sources referred to in paragraph 4.1) to determine the Sentence Planning Documents reviews due for an Operation Month; and
- (b) assess the Sentence Planning Documents reviews performed during the Operation Month to determine what percentage of Prisoners' Sentence Planning Documents required to be reviewed during that Operation Month were reviewed by the scheduled review date.

6.7 Performance Measure 7

Percentage of Prisoners to whom program requirements as approved in the Prisoners' Individual Management Plans (IMPs) are delivered as scheduled.

Assessment Process

At the end of each Operation Month the State will:

- (a) use the Departmental Systems (and any other sources referred to in paragraph 4.1) to determine the programs required to be delivered to Prisoners during an Operation Month; and
- (b) assess the delivery of programs to Prisoners during the Operation Month to determine what percentage of Prisoners were delivered programs in that Operation Month as prescribed in their IMP.

6.8 Performance Measure 8

Percentage of Prisoners to whom education and traineeships requirements as approved in the Prisoners' Individual Management Plans (IMPs) are delivered as scheduled.

Assessment Process

At the end of each Operation Month, the State will:

- (a) select a sample of Prisoners;

Acacia Prison Services Agreement

Schedule 5

- (b) assess reports from the Departmental Systems and Registrar (and any other sources referred to in paragraph 4.1) on the delivery of educational studies and traineeships to the sample Prisoners; and
- (c) determine the percentage of Prisoners to whom education and traineeships are delivered as scheduled in that Operation Month as approved in their IMP.

6.9 Performance Measure 9

Management of Social Visits in accordance with the requirements of the Director General's Rule 7.

Assessment Process

The State will assess the Contractor's compliance with the requirements of Director-General's Rule 7 in respect of Social Visits in each Operation Month. Complete compliance over the Operation Month will be considered to be a 100% performance result against the Performance Measure.

6.10 Performance Measure 10

Percentage of Prisoner Grievances managed in accordance with the approved process.

Assessment Process

- (a) The State will count the number of Grievances lodged in each Operation Month using the Grievances By Facility from the Departmental Systems.
- (b) The State will determine the percentage of Grievances resolved in accordance with the approved process during the Operation Month.

6.11 Performance Measure 11

The percentage of Prisoners involved in a structured activity for no less than 30 hours a week.

Assessment Process

At the end of each Operation Month, the State will:

- (a) select a sample of Prisoners;
- (b) use Departmental Systems and other sources referred to in paragraph 4.1 to assess the involvement of the sample of Prisoners in Structured Activity during the Operation Month; and
- (c) determine the percentage of the sample Prisoners who were involved in Structured Activity for not less than 30 hours a week during that Operation Month.

6.12 Performance Measure 12

The percentage of the population of Aboriginal Prisoners accommodated in Standard and Enhanced Accommodation Levels.

(a) Definitions

The following definitions apply in respect of this section 6.12.

Acacia Prison Services Agreement

Schedule 5

Aboriginal Prisoner means a Prisoner at the Prison who is classified as Aboriginal on the Departmental Systems.

Accommodation Level means the level of accommodation in which a Prisoner is housed at the Prison. Standard and Enhanced Accommodation Levels are both “earned privilege” accommodation levels and reflect a Prisoner’s commitment to appropriate behaviour.

(b) Assessment Process

- (i) At the end of each Operation Month the State will count from TOMS (and any other sources referred to in paragraph 4.1), on each day of an Operation Month, the number of Aboriginal Prisoners accommodated in Standard and Enhanced Accommodation Levels.
- (ii) The State will express the result as a percentage of the total population of Aboriginal Prisoners at midnight on that day.
- (iii) The State will determine the daily average percentage by aggregating each daily percentage and dividing the total by the number of days in respect of which the calculation was made.

Acacia Prison Services Agreement

Annexure A

Annexure A

Site Plan

Acacia Prison Services Agreement

Annexure A

Acacia Prison Services Agreement

Annexure B

Annexure B

Parent Guarantee

Parent Company Guarantee (Acacia Prison Services Agreement)

State of Western Australia

Serco Group plc

Allens Arthur Robinson
Level 37
QV.1 Building
250 St Georges Terrace
Perth WA 6000
Tel 61 8 9488 3700
Fax 61 8 9488 3701
www.aar.com.au

Parent Company Guarantee

Table of Contents

1.	Interpretation	1
1.1	Definitions	1
1.2	Interpretation	2
1.3	Consents or approvals	3
1.4	Capacity	3
1.5	GST	3
2.	Guarantee	4
2.1	Guarantee	4
2.2	Liability unaffected by other events	4
2.3	Principal and independent obligation	5
2.4	Continuing guarantee	5
3.	Indemnity	5
4.	Claims and expiry	5
4.1	Making of claims	5
4.2	Expiry	6
5.	Ongoing support by Guarantor	6
6.	Variation	6
7.	Representations and warranties	6
8.	Assignment by State	6
9.	Notices	7
10.	Entire agreement	8
11.	No waiver	8
12.	Rights cumulative	8
13.	Amendment	8
14.	Further assurances	8
15.	Costs and stamp duty	8
16.	Severability of provisions	8
17.	Governing law and jurisdiction	9
18.	Counterparts	9

Parent Company Guarantee

Date	2006
Parties	<ol style="list-style-type: none">1. Ian Johnson in his capacity as Chief Executive Officer of the Department of Justice, of 141 St Georges Terrace, Perth, Western Australia, Australia, for and on behalf of the State of Western Australia (the State)2. Serco Group plc of Serco House, 16 Bartley Way, Bartley Wood Business Park, Hook, Hampshire, United Kingdom (the Guarantor)
Recitals	<p>A The State requires the Guarantor to enter into this Deed as a condition to the State entering into the Acacia Prison Services Agreement with the Contractor.</p>

It is agreed as follows.

1. Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise:

Acacia Prison Services Agreement means the Acacia Prison Services Agreement dated on or about the date of this Deed between the State and the Contractor.

Adjustment Note has the meaning given by the GST Law.

Business Day means a weekday on which trading banks are open for the transaction of banking business in Perth.

CEO means the Chief Executive Officer as defined in the *Prisons Act 1981* (WA) and includes, where the context permits, any person exercising delegated Power of the CEO.

Consideration has the meaning given by the GST Law.

Contractor means Serco Australia Pty Limited.

Corporations Act means the *Corporations Act 2001* (Cth).

GST has the meaning given by the GST Law.

GST Amount means, in relation to a Taxable Supply, the amount of GST payable in respect of that Taxable Supply.

GST Group has the meaning given by the GST Law.

Parent Company Guarantee

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Power means any power, right, authority, discretion or remedy, whether express or implied.

Taxable Supply has the meaning given by the GST Law excluding the reference to section 84-5 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Tax Invoice has the meaning given by the GST Law.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a Clause, Annexure or Schedule is to a clause of, or annexure or schedule to, this Deed.
- (f) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document.
- (g) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument or document of any kind.

Parent Company Guarantee

- (k) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (l) A reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (m) A reference to an asset includes any real or personal, present or future, tangible or intangible, property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (n) A reference to any governmental department, professional body, committee, council or other body includes the successors to that body or any relevant activity or function of that body.
- (o) A reference to a liability includes any obligation whether present or future or actual or contingent or as a principal, surety or otherwise.
- (p) A reference to includes or including is to be construed without limitation.
- (q) A reference to a party is a reference to a party to this Deed.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless express provision to the contrary is made.

1.4 Capacity

The CEO enters into this Deed on behalf of the Crown in right of the State of Western Australia and an obligation or Power of the CEO under this Deed is an obligation or Power of the CEO in that capacity.

1.5 GST

- (a) If GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This Clause 1.5 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.
- (b) Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless it demonstrates otherwise prior to the date on which the Consideration must be provided.
- (c) Any reference in this Deed to price, value, sales, revenue or a similar amount (*Revenue*), is a reference to that Revenue exclusive of GST.

Parent Company Guarantee

- (d) Any reference in this Deed (other than in the calculation of Consideration or of any indemnity, reimbursement or similar amount) to cost, expense or other similar amount (**Cost**), is a reference to that Cost exclusive of GST.
- (e) No payment of any amount pursuant to Clause 1.5(a), and no payment of the GST Amount where the Consideration for a Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note (as the case may be) to the recipient.

2. Guarantee

2.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the State the performance and observance by the Contractor of its obligations under or arising out of the Acacia Prison Services Agreement.

2.2 Liability unaffected by other events

The liability of the Guarantor is not affected by anything which, but for this provision, might release, prejudicially affect or discharge it or in any way relieve the Guarantor from any obligation including any of the following (whether with or without the consent of the Guarantor):

- (a) the grant to the Contractor or any other person of any time, waiver or other indulgence, or the discharge or release of them;
- (b) any transaction or arrangement that may take place between the State and the Contractor or any other person;
- (c) the insolvency of the Contractor or any other person;
- (d) any change in the direct or indirect legal or beneficial ownership of the Contractor or any other person;
- (e) the State becoming a party to or bound by any compromise, moratorium, assignment of property, scheme of arrangement, composition of debts or scheme of reconstruction by or relating to the Contractor or any other person;
- (f) the State exercising or delaying or refraining from exercising any right, power or remedy given to it under the Acacia Prison Services Agreement or any other document or agreement with the Contractor or any other person;
- (g) the amendment, variation, novation, replacement, rescission, invalidity, extinguishment, repudiation, avoidance, unenforceability, frustration, failure, expiry, termination, loss, release, discharge, abandonment, assignment or transfer in whole or in part, and either with or without consideration, of the Acacia Prison Services Agreement at any time or of any right, obligation, power or remedy;
- (h) the failure by the Contractor or any other person to notify the Guarantor of any default by the Contractor or any other person under the Acacia Prison Services Agreement or any other document or agreement;

Parent Company Guarantee

- (i) the State obtaining a judgment against the Contractor or any other person for the payment of money payable under the Acacia Prison Services Agreement or any other document or agreement;
- (j) any legal limitation, disability, incapacity or other circumstance relating to the Contractor, the Guarantor or any other person; and
- (k) this Deed not being valid or executed by, or binding on, any person.

2.3 Principal and independent obligation

This Deed is a principal and independent obligation. Except for stamp duty purposes, it is not ancillary or secondary to another right or obligation.

2.4 Continuing guarantee

Subject to clause 4.2, this Deed is a continuing guarantee and indemnity despite any settlement of account, intervening payment or anything else until all the Contractor's obligations under the Acacia Prison Services Agreement have been performed and observed.

3. Indemnity

As a separate and additional liability, the Guarantor indemnifies the State in respect of all liability, including all actions, proceedings, judgments, damages, losses, costs and expenses of any nature, which may be incurred by, brought, made or recovered against the State consequent on or arising directly or indirectly out of any default or delay by the Contractor in the performance and observance of its obligations under or arising out of the Acacia Prison Services Agreement.

4. Claims and expiry

4.1 Making of claims

- (a) If the State wishes to make a claim under this Deed it must provide written notice to the Guarantor setting out the basis of the claim.
- (b) The liability of the Guarantor under this Deed to perform an obligation of or make a payment due by the Contractor under the Acacia Prison Services Agreement shall not arise until the expiry of any applicable cure period for the performance of the obligation or the making of the payment under the Acacia Prison Services Agreement.
- (c) The Guarantor's liability in respect of a failure by the Contractor to perform an obligation or make a payment under the Acacia Prison Services Agreement shall be determined on the same basis as the liability of the Contractor under the Acacia Prison Services Agreement.

Parent Company Guarantee

4.2 Expiry

This Deed will terminate on the date which is 12 months after the expiry of the Operation Period under the Acacia Prison Services Agreement (including any extension of the Operation Period under clause 4.2 of the Acacia Prison Services Agreement) or any Informal Further Period under clause 4.3 of the Acacia Prison Services Agreement, except that such termination will not affect the operation of this Deed in respect of any claim made by the State under this Deed prior to the date of termination

5. Ongoing support by Guarantor

Without limiting the Guarantor's other obligations under this Deed, the Guarantor undertakes to provide such corporate, administrative, technical and operational assistance, resources and support to the Contractor as the Contractor may require to enable it to perform its obligations in accordance with and to the standards contemplated by the Acacia Prison Services Agreement.

6. Variation

This Deed covers the Acacia Prison Services Agreement as amended, varied or replaced from time to time, whether or not with the consent of or notice to the Guarantor.

7. Representations and warranties

The Guarantor represents and warrants to the State that:

- (a) it has the power to enter into and perform its obligations under this Deed;
- (b) it has taken all necessary corporate action to authorise its entry into and performance of this Deed;
- (c) this Deed constitutes a valid and binding obligation of the Guarantor and is enforceable in accordance with its terms, subject to any necessary stamping and registration; and
- (d) the execution and performance by the Guarantor of this Deed did not and will not violate in any respect a provision of:
 - (i) a law or treaty or a judgment binding on it;
 - (ii) its constitution or other constituent documents; or
 - (iii) any other document or agreement that is binding on it or its assets.

8. Assignment by State

The State may assign or transfer all or any of its rights or obligations under this Deed at any time to a Western Australian governmental, statutory or public entity or authority.

Parent Company Guarantee

9. Notices

Any notice, demand, consent or other communication (a *Notice*) given under this Deed:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (where posted to an address in another country, by registered airmail) or by hand or fax to the address or fax number set out in this Deed or the address or fax number last notified by the intended recipient to the sender:

- (i) to the State:
Department of Justice
Level 16, Westralia Square
141 St Georges Terrace
Perth WA 6000
Attention: CEO
Fax No: 61 8 9264 1121

- (ii) to the Guarantor:
Serco House
16 Bartley Way
Bartley Wood Business Park
Hook, Hampshire
United Kingdom
Attention: Company Secretary
Fax No: 44 1256 744 112

- (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, two Business Days after the date of posting (where posted to an address in the same country) or seven Business Days after the date of posting (where posted to an address in another country); and
 - (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error,

but if the result of the foregoing is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next business day in that place.

Parent Company Guarantee

10. Entire agreement

This Deed contains the entire agreement between the Guarantor and the State with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

11. No waiver

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

12. Rights cumulative

Subject to any express provision in this Deed to the contrary, the rights of a party under this Deed are cumulative and are in addition to any other rights of that party.

13. Amendment

No amendment or variation of this Deed is valid or binding on a party unless made in writing executed by all parties.

14. Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Deed.

15. Costs and stamp duty

Subject to any express provision in this Deed to the contrary, each party must bear its own costs and expenses relating directly or indirectly to the negotiation, preparation, execution of and performance of its obligations under this Deed. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this Deed or any instrument executed under this Deed must be borne by the Guarantor. The Guarantor must indemnify the State on demand against any liability for that stamp duty.

16. Severability of provisions

Any provision of this Deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

Parent Company Guarantee

17. Governing law and jurisdiction

This Deed is governed by the laws of Western Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Deed.

18. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Parent Company Guarantee

Each attorney executing this Deed states that he or she has no notice of the revocation or suspension of his or her power of attorney.

Executed as a Deed in Perth.

THE STATE

SIGNED SEALED AND DELIVERED by **IAN JOHNSON** for and on behalf of the **CROWN IN RIGHT OF THE STATE OF WESTERN AUSTRALIA** in the presence of:

Signature of Witness

Print Name

Signature of the CEO

Print Name

THE GUARANTOR

SIGNED SEALED AND DELIVERED for and on behalf of **SERCO GROUP PLC** by its attorney in the presence of:

Signature of Witness

Print Name

Signature of the Attorney

Print Name

Acacia Prison Services Agreement

Annexure C

Annexure C

Agreed Staff Numbers
