

# STATEMENT OF SERVICE REQUIREMENTS

**NOTE: Service levels and outputs required are included in the paragraphs– all requirements in Section A and Section B are mandatory**

## **SECTION A - Introduction**

### **1. Background**

Section 5 of the Crime and Punishment (Scotland) Act 1997 provides for the imposition by the courts of Restriction of Liberty Orders. **(Refer to paragraph 3.1 below for further details)** It also provides for the use of remote monitoring to monitor Offenders' compliance with the terms of the Orders. The use of these Orders has been piloted in the Sheriff Courts at Hamilton, Aberdeen and Peterhead since August 1998 and was subject to a formal evaluation together with a consultation exercise (refer to Document C for details). Scottish Ministers will now make Regulations extending the use of these Restriction of Liberty Orders to the High Court, Sheriff Courts, and, exceptionally, the Stipendiary Court within Glasgow District Court (where Magistrates have the same sentencing powers as a Sheriff operating under Summary procedure) across Scotland from 1 May 2002.

### **2. Overview of Required Service Provision**

The Service required is the provision of an Electronic Monitoring Service to be used to monitor compliance with Orders across Scotland. The Contractor will be responsible for the provision of all Electronic Monitoring Service requirements including hardware, software, personnel, liaison with other agencies, including the participation in training and raising awareness of agencies, record keeping and development of systems. The Electronic Monitoring system must be based on a continuous signalling system providing regular information on the presence or absence of an Offender at a Specified Place during the restriction periods specified by the court. All elements of the system should be as unobtrusive as possible both for the Offender and for the rest of his/her household.

### **3. Restriction of Liberty Orders (RLO)**

**3.1** Before a Court can impose a RLO it must satisfy itself that the circumstances of the Offender are suitable for Electronic Monitoring. The Offender must also consent to the imposition of the Order. The court may subsequently, on application by the Offender or the Contractor, vary the terms of the Order. Breaches should be reported to the Court by the Contractor according to the criteria set out in Section B, paragraph 10 below.

**3.2** The Order may be imposed for a maximum period of 12 hours per day up to a maximum of 12 months. The Order may be used to restrict an individual to a Specified Place or places (such as his or her home), and/or from a Specified Place or places. Offenders will be aged 16 or over.

**3.3** Section 245 of the Criminal Procedure (Scotland) Act 1995 as amended by the Crime and Punishment (Scotland) Act 1997 provides for an Order to be imposed concurrently with a probation order if the court wishes it. The Crime and Disorder Act 1998 further provides for an Order to be made concurrently with a Drug Treatment and Testing Order (DTTO's). At present, DTTO's are available on a pilot basis to the Sheriff Courts in Fife and Glasgow. DTTO's have to date not been imposed concurrently with RLOs

because of the geographical difference in the areas the Orders have been piloted. In Scotland, local authorities are responsible for the provision of social work services to

the criminal justice system. These include supervision of probation orders and the preparation of social enquiry reports that are prepared at the request of the court to provide information on the background and circumstances of the Offender. Courts are also required to request that an RLO assessment is undertaken by social work services before imposing an RLO.

**3.4** The Contractor must not provide any more information to the Court than that specified or which may be requested by the Court, and in particular should make no attempt to influence sentencing policy, or the sentences imposed the sentencer. For the avoidance of doubt, for the purposes of Clause 39.7 of Document H, failure to comply with any of the foregoing shall be a failure to comply with or discharge an obligation of the Contract which is not capable of remedy. It should be noted that the role of the Contractor in breach proceedings will differ from that in England and Wales because of the different Scottish legal system. The sentencer decides on whether breach action should be taken and the court is then responsible for issuing any necessary citation or warrant. The Procurator Fiscal leads the evidence. The Contractor does not have any role in ensuring the attendance of the Offender at court.

**3.5** Community Justice Services Division, which is part of The Scottish Executive Justice Department, is responsible for the management of Electronic Monitoring in Scotland.

#### **4. Take-Up of Orders**

It is for the individual sentencer to decide on the most appropriate sentence for any Offender. No guarantee about the number of Offenders who will require to be monitored can therefore be given. The most recent available information on the volume of criminal cases where a charge was proved in each sheriff court and the main disposal, and the number of RLOs made in each of the pilot areas is located in Document B for information purposes.

#### **5. Capacity to Undertake Additional Service**

In the event that more than one Contract is awarded, Contractors must, where required to do so by the Scottish Executive (SE), provide Electronic Monitoring in an Area other than that to which they have been originally appointed, in the event of the SE temporarily suspending the operation of another Contract or terminating the Contract with another Contractor, in all or part of another Area. Payment for these services will be determined in accordance with the payment arrangements set out in Document N.

#### **6. Lead-in Period**

The Contractor will be required, as a minimum, during this period to:

- Undertake System Trials to a test script provided by the SE and address failures to the satisfaction of the SE within prescribed timescales (Section B, paragraph 6.13 below and Clause 5 of Document H applies);
- Liaise with SE and other agencies;
- Raise awareness to courts and other agencies and undertake appropriate training to these agencies in accordance with Section B, paragraph 14 below;
- Compile and distribute information to Offenders, agencies, and the SE in

accordance with Section B, paragraph 15 below and further information as appropriate and agreed with the SE ;

- Compile written procedural instructions for staff in accordance with Clause 5.3 of Document H .

**7. Information Transferring from Pilot Scheme Contracts**

Records of current Orders as at 30 April 2002 will be transferred in an electronic format by the pilot site Contractors to the new Contractor.

## **SECTION B - Detailed Specification of Requirements**

### **1. Offender Premises**

It is expected most areas subject to an Order will be conventional dwellings, whether houses or flats. In some cases the Specified Place may be a hostel where living accommodation may be some way from kitchen/bathroom facilities or other locations such as a treatment facility. The Contractor must be aware that the Court has powers to restrict an Offender **from** a particular location, and that this may not always be a conventional dwelling. In such cases it may be necessary for the Contractor to assess the suitability of the location before the sentence is imposed. For example, the legislation would allow an Offender to be restricted **from** an area such as a group of shops or a park, **but** only if it were possible to monitor him/her. The Contractor must comply with the contents of the Order issued by the court.

### **2. Coverage of Service**

The Contractor must be able to provide Service 24 hours a day, 7 days a week to monitor and initiate action on the information reported by the Monitoring Unit (MU) and provide a telephone help point. The facilities must allow for continuous contact and communication between staff if necessary at any additional bases. There must be sufficient communication links between the Central Control and the MUs to allow them to communicate immediately. A staffed telephone help point, available on a free-phone basis 24 hours per day, 7 days per week must be available to act as a help point to deal with enquiries from Offenders e.g. requests for an authorised absence and enquiries from other agencies eg social work, courts etc. Refer to paragraph 13 below for further details.

### **3. Electronic Monitoring Equipment - General Requirement**

The Contractor must provide a Personal Identification Device (paragraph 4) provide some means of monitoring its operation in the area restricted to the Offender (paragraph 5), and the Equipment must be capable of relaying information back to a Central Control (paragraph 6) to comply with the mandatory requirements below. The Contractor must comply with the Department of Trade & Industry's standards for short range radio frequency devices, be compliant with the specification of the Statutory Instrument, and any required licences.

### **4. Personal Identification Device (PID)**

#### **4.1 Operation of PID**

The PID must withstand a full range of activities, including for example, swimming or the use of heavy machinery or radio equipment, to be carried out while wearing the PID. The Offender may have to wear the PID for up to 12 months, so the Contractor must ensure that it is suitable for long term use and must not cause unnecessary discomfort or inconvenience to the wearer. This includes, but is not limited to, discomfort or inconvenience caused by:

- sharp edges;
- chaffing, bruising;
- poor air circulation;
- noise;
- odour;
- heat;
- vibration;
- radiation;
- weight;
- allergic reaction - it must be made of hypoallergenic materials.

#### **4.2 Construction of PID**

The PID must be robust and be able to function reliably over lengthy periods of time. This includes, but is not limited to, the ability to operate as normal when exposed to:

- heat (both high and low);
- shock;
- vibration;
- humidity (both high and low);
- fire;
- water;
- steam;
- chemicals including cleaning materials and saline solutions;
- radiation from magnetic and electrical fields including X-rays.

#### **4.3 Features of PID**

The PID, including its attaching strap, must be:

- clean and sterile when fitted;
- capable of being fitted to the ankle or wrist;
- capable of being easily attached and removed only by the Contractor
- not able to be removed within its breaking strain other than intentionally

#### **4.4 Unobtrusiveness of PID**

The PID must be unobtrusive. This includes, but is not limited to, unobtrusiveness caused by:

- size and weight;
- colour;
- decoration;
- labelling.

#### **4.5 Identification of PID**

The PID must be identifiable. This includes, but is not limited to:

- carrying a unique and non-removable identification number;
- carrying a non-removable label with the Contractor's telephone contact number

**4.6 Detection of Tampering of PID**

The PID must be able to detect any tampering with its operation. This includes, but is not limited to, the requirements that it must be able to:

- identify any interference with or attempt to interfere with its operation;
- be incapable of being opened by third parties without detection;
- immediately communicate a tamper to the MU;
- provide evidence of a tamper to the MU;
- prevent recording of its signals and spoofing - simulating its presence;
- resume operation immediately following identification and notification of a tamper.

**4.7 Identification of Offender**

The PID must be capable of uniquely identifying an Offender even if other Offenders with PIDs come within range of the MU, for example in a hostel environment.

**4.8 Monitoring of Offender Identity**

The PID must be able to provide the identity of the Offender to be checked.

**4.9 Fitting of PID**

The PID must be capable of being easily removed and attached by the Contractor, without discomfort to the Offender.

**5. Monitoring Unit (MU)****5.1 Operation of MU**

The MU must be capable of functioning continually and provide information on the Offender's compliance, within a maximum of 5 minutes of the incident occurring, on the time and duration of any breaches during which liberty is restricted, on any damage to any of the MU(s) as a result of tampering or for any other reason including tilting or other movement of the MU, and must be capable of notification of such an event taking place to the Central Control (CC) for initiation of action.

**5.2 Functionality of MU**

The MU must:

- be able to identify the presence or absence of the Offender at the Specified Place when used outside the Specified Place;
- possess safeguards to prevent anyone from interfering with Equipment operation and communications monitoring of the restricted areas;
- must function reliably under atmospheric and environmental conditions experienced in Scotland;
- be shock resistant;
- be water resistant;
- operate in a temperature range of -5 to 40 degrees centigrade;
- operate when the mains power supply is not functional for a minimum of 12 hours;
- resist the effects of insects and or animals;
- operate in close proximity to household electrical devices etc.;
- operate where there is signal interference;

- be capable of communicating to the Central Control a minimum of 8 times in every 24 hour period to confirm that the MU is functioning correctly;
- be capable of storing and transmitting information by the MU to the Central Control and log it with the time and date. These communications must take place within an hour of the beginning and end of a restriction period;
- be capable of being adjusted remotely by the Central Control e.g. to change the frequency of reporting.

### **5.3 Discomfort or Inconvenience caused by MU**

The MU must not cause unnecessary discomfort or inconvenience. This includes, but is not limited to, discomfort or inconvenience caused by:

- sharp edges;
- noise;
- odour;
- heat;
- vibration;
- radiation including magnetic and electric fields including X-rays.

### **5.4 Unobtrusiveness of MU**

The MU must be unobtrusive in a domestic environment. This includes, but is not limited to, unobtrusiveness caused by:

- size;
- colour;
- labelling;
- decoration.

### **5.5 Identification of MU**

The MU must be identifiable. This includes, but is not limited to:

- carrying a unique and non-removable identification number;
- carrying a non-removable label with the Contractor's telephone contact number.

### **5.6 Construction of MU**

The MU must be robust. This includes, but is not limited to operating as normal when exposed to:

- heat (both high and low);
- shock;
- vibration;
- humidity (both high and low);
- fire;
- water;
- steam;
- chemicals including cleaning materials and saline solutions;
- radiation from magnetic and electric fields including X-rays.

**5.7 Detection of Tampering of MU**

The MU must be able to detect any tampering with its operation. This includes, but is not limited to, the ability to:

- identify any interference with or attempt to interfere with its operation;
- be incapable of being opened by third parties without detection;
- immediately communicate a tamper to the Central Control;
- provide evidence of a tamper to the Central Control;
- identify attempts to open it;
- identify attempts to move it;
- identify disconnection from the mains power supply;
- identify disconnection from the telecommunications link;
- resume operation immediately following identification and notification of a tamper.

**5.8 Malfunction of MU**

The MU must be capable of conveying to the Central Control immediately that it is malfunctioning.

**5.9 Changes to Order Requirements**

The MU must respond to requests for changes in the restriction arrangements in accordance with the requirements set out in paragraph 11 below, including verifying and agreeing allowable absences in accordance with the requirements set out in paragraphs 10.2 and 10.3 below.

**5.10 Location of MU**

The MU must be capable of providing cover for domestic properties and must work effectively in flats, including high rise flats, as well as houses.

**5.11 Operating Range of MU**

The range of MUs must be adjustable, extending from a minimum of 10 metres to one hundred metres in diameter. To obtain proper coverage of a Specified Place, the Contractor may need to use more than one MU. The restriction area should be set, as far as possible, within the boundaries of the restriction area, subject to a maximum of 10 metres outside the area.

**6. Central Control (CC)****6.1 Service Delivery**

The CC must be able to deliver the Service specified within the operational requirements set out in this document. The CC must be capable of monitoring more than one Order imposed on an Offender operating concurrently.

**6.2 Robustness of CC**

The CC must be robust. This includes, but is not limited to:

- testing;
- documentation;
- change control.

**6.3 Retrieval of Information**

The CC must be capable of logging and storing data received from the MU, and be able to prioritise events which occur during periods when a MU is unable to communicate with it.

**6.4 Dissemination of Information**

The CC must be capable of disseminating data received from the MU.

**6.5 Information Handling Capacity**

The CC must be capable of handling information from multiple sources simultaneously. If the CC uses software it must be virus free.

**6.6 Processing of Breaches**

The CC must incorporate procedures for ensuring that all reports of possible breaches are processed correctly as detailed in and to comply with paragraph 10 below.

**6.7 Recording of Restriction Periods**

The CC must maintain details of periods during which each Offender is restricted. These must be capable of being individually set for each day of the week and for more than one period in any single day, and varied if required by the Court.

**6.8 Variations to Recorded Information**

The software must allow the creation, storage, display, modification and deletion of all relevant information with appropriate security safeguards.

**6.9 Security of Recorded Information**

The CC must prevent records being altered accidentally or by unauthorised persons.

**6.10 Information Storage Requirements**

For each and all Orders the software must be capable of storing the following minimum information:

**6.10.1** Name, date of birth, age, sex of Offender;

**6.10.2** Home address of Offender;

**6.10.3** Relevant details of Offence(s);

**6.10.4** Details of the Order, including court reference number, Scottish Criminal Record Office number, length of Order, periods during which liberty is restricted, addresses to and from which the Offender is restricted; whether a telephone needed to be provided; details of any concurrent probation order or other current community sentence, name of supervising social worker;

**6.10.5** History of period of Order, including details of all breaches, breaches taken to court, revocations, variations, requests for authorised absence and the response made to the request, requests for changes to the MU or PID locations.

**6.11 Provision of Records**

In respect of each and all Orders the software should be capable of generating, as a minimum, the following in an A4 laser quality printed output:

- 6.11.1** a list of all Offenders currently on Orders, or all Offenders in respect of whom Orders have been made;
- 6.11.2** an Offender's personal details;
- 6.11.3** details of breaches and actions taken to date, including the number of the PID, name and address of the Offender;
- 6.11.4** details of infringements, breaches and actions taken to date including the number of the PID, name and address of the Offender;
- 6.11.5** details of requests for authorised absence;
- 6.11.6** details of requests for variation of the terms of the Order, reasons and outcome of request;
- 6.11.7** details of visits by the Contractor to the Specified Place including the time and date of the visit, the reason for the visit and a brief summary of the visit itself;
- 6.11.8** details of all Equipment installation and removal including the time and date of the visit, the reference number of the Equipment, and a brief summary of the visit itself;
- 6.11.9** an Equipment inventory including serial numbers and the current Offender to which a MU is assigned;
- 6.11.10** response times when personnel are sent to a Specified Place, including the reason for the visit, the time and date, and the reason for any failure to meet specified response times;
- 6.11.11** details of any Equipment failures or malfunctions, for whatever reason, including a reference number of the Equipment, time and date, reasons for the problem, and downtime;
- 6.11.12** all reports must be clear, written in English, and, above all, suitable for use as evidence in court as set out in Section 245H of the Criminal Procedure (Scotland) Act 1995 as inserted by Section 5 of the Crime and Punishment (Scotland) Act 1997;
- 6.11.13** reports must be made available to the SE within 24 hours of request in a format and at a frequency specified. Further information will be provided but may include, for example, breaches reports, Offenders' history reports, billing reports, Equipment installation and failure reports. In addition, the Contractor must provide access to the SE on all information held on Offenders within 24 hours of receipt of request.

**6.12** The Contractor must possess, maintain and use the following as necessary in order to provide the specified level of Service:

- effective back-up systems in place for all Equipment, including regular arrangements for off site backup;
- an uninterruptible power supply;
- secondary power source capable of continual operation until restoration of mains power;
- disaster recovery strategy;
- maintain sufficient stocks of Equipment to provide Service, enable all malfunctioning or failed Equipment to be repaired or replaced within 24 hours of the fault being detected, to deal with both Equipment failure and an increase in the numbers of Orders.

**6.13 System Trials**

The Contractor will undertake, by 31 March 2002, a full demonstration "acceptance tests" of the Electronic Monitoring Equipment that they propose to use with Scottish Executive representatives present. This is intended to demonstrate to the Scottish Executive that the Contractor has in place all necessary arrangements to provide a fully operational and effective Electronic Monitoring Service from 1 May 2002. The Scottish Executive will provide a script in advance of the demonstration for the Contractor. The acceptance tests will seek to test the Equipment to be used and to ensure that the monitoring system is operating effectively, that the Contractor has in place arrangements to collect information required on Offenders etc. and provide output as set out in this Document D. It is expected that the trial will take up to 0.5 days. The Contractor will be expected to correct any procedures or elements of the trial that have failed to meet with the requirements of Document D.

Clauses 4, 5, and 6 of Document H apply to the system Trials.

**7. Personnel**

**7.1 Staff Numbers**

The Contractor must ensure at all times that the Service is resourced to undertake the requirements detailed in this Document D.

**7.2 Staff Recruitment and Security Checks**

All new personnel must be recruited following a formal application and interview process and demonstrate compliance with Equal Opportunity legislation, and a minimum of two professional/educational references (or personal references if professional references are not available) must be sought. Where existing staff are to be allocated to provide Service under this Contract, the Contractor will ensure that staff are suitable to undertake the required duties. The Contractor must, through the SE, ensure that no personnel involved in the Service have any unspent convictions as defined in the Rehabilitation of Offenders Act 1974. When Part V of the Police Act 1997 comes into force the Contractor will be responsible for carrying out security checks under the terms of the Act. The SE will give the Contractor further information on the timetable for the introduction of Part V when this is available.

**7.3 Staff Training**

Staff delivering the Service must be appropriately trained and be capable of performing all the tasks set out in this Document D. All staff must receive training before commencing Service delivery. The training must include an overview of the Service to be provided, the Scottish legal system (which provides the framework within which the Orders will operate), and the legal position of staff while carrying out their tasks. The training must also include dealing with stressful, difficult or threatening situations involving the Offenders and their households or friends. Staff must be capable of working a co-operative way with agencies within the criminal justice system, and to establish a clear understanding with Offenders of the terms of the Order and the enforcement actions that will follow breaches or breaches.

**7.4 Staff Cover and Contact**

The Contractor must ensure that an appropriate number of trained staff are available at all times to provide cover for any planned or unplanned staff absence to ensure delivery of the Service. The Project Manager or the Deputy Project Manager must be available for contact on weekdays between 8 am and 6 pm, except on public and privilege holidays (to be specified), for regular meetings with the SE, and when required for meetings with the agencies involved in the operation of the Contract.

**7.5 Changes to Key Personnel**

All changes in key personnel (Project Manager and Deputy Project Manager) must be notified to the SE within 24 hours of a change occurring.

**7.6 Staff Clothing**

Staff must not wear a uniform or clothing with the Contractor's logo visible when providing Service.

**8. Operational Duties****8.1 Duties of the Contractor following notification of an Order by a Court**

The tasks detailed below must be carried out by the Contractor on receipt of an Order issued by a court. The Contractor must:

**8.1.1** Check that the notification from the Court contains the following information:

- (a) Name of the Offender
- (b) Address of the Specified Place(s)
- (c) The restriction periods and duration
- (d) Telephone access for the Offender and telephone number if applicable
- (e) Any requirement for an interpreter and the language concerned

**8.1.2** Take immediate steps to obtain any missing information by telephoning the court. If the information appears to be incorrect (e.g. an Order is for more than 12 hours per day), the Contractor must immediately notify the Sheriff Clerk by telephone. The Contractor will record all information at Central Control within 24 hours of receipt of Order.**8.1.3** Forward a copy of the Court notification to the nominated Police Liaison Officer within 24 hours of receipt.

## 8.2 Initial Visit by Contractor to Offender

8.2.1 The Contractor must make contact with the Offender on the day they are notified of the Order by a court regardless of whether it is a weekend or public/privilege holiday and must visit the offender to install monitoring equipment within 24 hours. The Contractor must not visit the Offender between the hours of 8 pm and 8 am without the prior agreement of the Offender. The Contractor must:

- confirm the identity of the Offender (for example by checking that the signature is consistent with that faxed by the court). If the order has not been signed, the court should be notified and the offender must return to court to sign the order. Equipment should not be installed until the offender has returned to the court to sign the order. The contractor should not install equipment on an offender whose order has not been signed in court;
- confirm with the Offender that the information given to the Contractor by the court at the time of notification is still valid. If any changes have occurred, the Contractor must take appropriate action in accordance with the nature of the change, which may involve notifying the court or the SE that monitoring is not possible. This could be due to the Offender withdrawing consent to the Order at any time. In such instances, the Contractor must treat withdrawal of consent as a Level 1 Breaches, and follow the requirements set out in paragraph 10 below. Any discrepancy between the information on the Order and the information provided by the Offender must be verified by the Contractor with the Court within 24 hours. If it is not possible to verify this information during installation, this should not prevent the installation from proceeding, provided that the Offender agrees to be monitored;
- establish that there is a telephone line and whether it can be used. If the Specified Place is not the Offender's home then the written agreement of the person or organisation to whom the telephone belongs should be obtained by the Contractor. If there is a telephone line and it is suitable for use, the MU and PID must be installed within 24 hours of the receipt of the Order from the Court. If the Equipment uses or replaces an Offender's own telephone, the telephone account holder must not be charged for any call connected with the monitoring service. The Contractor must inform the Offender (or other person responsible for paying electricity charges in the Specified Place) that the Contractor will reimburse the estimated cost of electricity used during the Order period;
- arrange for a dedicated telephone to be provided if no telephone is available (it must not be able to be used for any purpose beyond that required by the Service) and for the installation to be completed within a maximum of 6 working days (or the company standard). In the meantime, an alternative form of monitoring must be used. If the Contractor is informed that permission has subsequently been withdrawn by the telephone account holder, they must arrange for the installation and commissioning of an additional telephone line (the allowed response time would start at this point). If it is necessary to install a telephone line and the permission required to do so is withheld, the Contractor must contact the

Offender to ensure that they understand the consequences of the refusal and give them an opportunity to reconsider use of any existing telephone line. If the Offender cannot be contacted within 24 hours, the Contractor must act in accordance with the breach procedures in Paragraph 10.4.2. If permission is granted following contact from the Contractor, arrangements must be made to install the line if this can be done within 6 working days of the start of the Order. The Contractor must act in accordance with the procedures in Paragraph 8.2.2.

- not install the PID and MU at a Specified Place during a period when the Offender is restricted from that place;
- explain the requirements of the Order, including the Equipment to be used, explaining the restriction requirements, including the hours set, how Electronic Monitoring will operate, the consequences of refusing to have any existing line used, or a new line installed for the purposes of electronic monitoring and any tasks which must be undertaken by the Offender when requested to do so;
- identify a means to remotely verify the identity of the Offender, which must be recorded at the Central Control;
- explain the effectiveness of Electronic Monitoring in detecting breaches, and of the tamper detection mechanisms should be emphasised in order to complement and reinforce information already provided by the Court;
- arrange for an interpreter, if required, to be present to provide the information detailed in this paragraph 8.2.1;
- ensure that those likely to be affected by the presence of the Equipment or the Order are aware of what is involved where a location other than the Offender's home is involved. This is particularly important if the Specified Place is the home of a victim. It is essential that the Offender understands the requirements of the Order fully, and appreciates that infringements of the restriction period will be identified and acted on by the Contractor;
- provide clear written information for the Offender to retain on Electronic Monitoring. Where an Offender does not speak or understand English as a first language, an information leaflet must be provided in an appropriate language within 7 working days of the start of the first restriction period;
- if the Offender is registered blind or is sight impaired or declares himself unable to read, provide the information booklet in audio form to the person under restriction within 48 hours of the start of the first restriction period;
- place the personal identification device (PID), on installation, on the ankle of the Offender. If the PID is suitable for both wrist and ankle, the Contractor may allow wrist fitting if:
  - (a) this has been specifically requested of the Contractor's staff by the Offender; and
  - (b) there is no reason to suspect that the PID would not be secure.

The Contractor must check that the limb to which the PID is fitted is not artificial. If it is, the Contractor must fit the device to an alternative limb. If that is not possible the contractor must act in accordance with 8.2.2 (inability to install – ie 24 hour deadline). If there are other medical reasons why fitting the PID to the ankle would not be desirable, but the conditions for wrist fitting are not satisfied, the Contractor must act in accordance with paragraph 8.2.2 (inability to install – ie 24 hour deadline). Female Offenders must be fitted with a PID by a female member of the Contractor's staff;

- record all requests by Offenders to move the PID and consider them within 24 hours of receipt of request. The PID must only be removed by the Contractor if the original location is causing discomfort or unduly interfering with any reasonable day to day activity. If the request is approved, the Contractor must visit the Offender within a further 24 hours to move and re-site the PID. If the request is denied, the contractor must inform the offender of the decision and the reasons for it within 24 hours. This should be followed up in writing, and this letter should be posted to the offender within 24 hours;
- install the MU in the most convenient location as possible. Where the Specified Place is shared accommodation e.g. hostel, the most convenient place will be the part of the accommodation which is least accessible to other users. The MU when in situ must be connected to an AC power supply, and to a telecommunications link with the CC. The telecommunications link must be operational within 6 working days of the start of the first restriction period. If in any particular case the telecommunications provider has a standard for the installation of a telecommunications link which is less or greater than 6 working days, it must be operational within the number of working days set out in the standard.
- set the range for the MU after the PID and MU have been installed. The Contractor must ensure that all parts of the Specified Place are within range, but that the range extends to as small an area as possible outside the Specified Place. Where the Specified Place is a house, it must be assumed to include as little as possible of the garden or grounds. Where the Specified Place is a self contained apartment within a multiple occupied dwelling, it must be assumed to include as little as possible of common areas. Where the Specified Place has common facilities, such as a kitchen or bathroom, it must be assumed that the Offender should have access to them. All of the assumptions above are subject to a specific direction to the contrary by the court when specifying the place of restriction;
- at the completion of the installation the Contractor must ask the Offender to sign a standard agreement form (in a format previously approved by the SE) before leaving the Offender's premises. The Contractor must retain a copy of the form. Failure to comply with this request is not a breach;
- where the offender is absent when the contractor visits for the purpose of installation, arrange for the installation to be carried out as soon as possible thereafter. This should not be between the hours of 8pm and 8am without the

prior agreement of the offender. If the offender is absent for an installation visit when this visit is during the restriction period, this is a breach of the order and normal breach procedures apply. However, prior to installation of equipment no visit should be made to the offender's home between the hours of 8pm and 8am without the prior agreement of the offender, even in the case of unauthorised absence. For example, if the offender's restriction period was between 7pm and 7am and the offender was absent at all visits prior to 8pm, no further visit should be made until 8am the following day. Monitoring should not therefore begin until the next restriction period. If the Offender is absent when the Contractor visits to install the Equipment, the Contractor must leave information for the Offender, asking them to inform the Contractor as soon as they return home. The Contractor must make at least one further attempt to install the Equipment during the first restriction period. If a further visit is required to install the Equipment in the first restriction period and RAM (as defined in Paragraph 9.5) is required, the Contractor must make at least one additional RAM visit during the first restriction period. Any absence during the first restriction period (evidenced by RAM) that can be verified must be treated as a restriction breach and acted upon in accordance with paragraph 10 below;

- ensure staff leave immediately if they are subject to or threatened with violence at the Specified Place. Violence on the part of the Offender must be treated as a Level 1 Breach of restriction and the procedures detailed in paragraph 10 below followed;

**8.2.2** If for any other reason than stated below, the Contractor is unable to complete the installation of Equipment within the required timescale, the Contractor must inform the sentencing court by fax within 24 hours. The Contractor must give reasons for the delay and an estimate of when the installation will be completed. Where it has not been possible to install the Equipment because the **Offender refuses to be monitored**, the Contractor should complete a Breach report and submit it to the court within 48 hours. The consequence of refusing to be monitored must clearly be explained to the Offender at the time of the failed installation.

If, the Contractor is unable to install the Equipment because of **technical problems** (e.g. because the location is unsuitable) they must apply to the Court seeking revocation or amendment of the Order within 24 hours. If the Contractor is unable to install the Equipment because the **Offender has withdrawn consent** (irrespective of whether or not the Offender is the telephone account holder), they should inform the court within 48 hours to allow breach action to be taken.

If remote monitoring is not possible **pending the installation of telephone link**, or during periods where a telephone link is temporarily unavailable, the Contractor must monitor the Offender by means of RAM. When monitoring by means of RAM, the Contractor must check the Offender's presence at the Specified Place at least twice during each restriction period. These checks must be at least two hours apart. In cases where the restriction period is for 4 hours or less, the Contractor must carry out one rather than two RAM checks during that restriction period. The Contractor must deliver the notification of an appointment to install a telephone link to the Offender in person during a RAM visit. The Contractor must ask for signed confirmation of receipt from the Offender, and if this is refused must instead complete a statement confirming delivery.

Whenever Electronic Monitoring is not available, the Contractor must monitor compliance with the Order to an agreed method and frequency as detailed in paragraph 9.5 below. This includes any period before Equipment has been installed. However, if there is any delay in the implementation of the Order beyond the specified periods of 24 hours where there is a telephone in place, and a maximum of 6 working days (or the company standard) where there is not, the Contractor will immediately inform the Court by fax of the delay, the reasons for the delay and an estimate of when the installation will be completed as soon as the time limit is exceeded.

If the Contractor is informed that **permission has subsequently been withdrawn** by the telephone account holder they must arrange for the installation and commissioning of an additional telephone line (the allowed response time would start at this point). If it is necessary to install a telephone line and the permission required to do so is withheld, the Contractor must contact the Offender to ensure that they understand the consequences of the refusal and give them an opportunity to reconsider use of any existing telephone line. If the Offender cannot be contacted within 24 hours, the Contractor must act in accordance with the breach procedures in Paragraph 10.4.2. If permission is granted following Contact from the Contractor, arrangements must be made to install the line if this can be done within 6 working days of the start of the Order. The Contractor must act in accordance with the procedures in paragraph 8.2.2 below if the line cannot be installed within 6 working days (or the company standard)\_of the start of the Order.

An Installation Failure Report should only be completed when it has not proved possible to install Equipment within the required time. This Report must be forwarded to the court within 24 hours. (This requirement only applies where the inability to install is not as a result of breach.)

## **9. Monitoring of RLOs**

- 9.1** The Contractor must inspect each Offender's PID and MU at least once every 28 days. The Equipment must include remote fault detection to enable the MU to be checked on a more regular basis if required;
- 9.1.2** If the contractor becomes aware that the circumstances of an offender change so that they are no longer suitable for Electronic Monitoring, (e.g. they no longer have a permanent address, change address or move outside the Area(s) covered by the Contract), the Contractor must inform the court within 24 hours in writing to seek revocation or variation of the Order. The Contractor must provide an agreed alternative form of monitoring at the Specified Place until a decision is taken by the court as to whether or not to remove the Offender from the scheme. If the change of address falls outside the Area covered by the Contract (if the Contract has been awarded to more than one Contractor) the Contractor must immediately transfer all Records held under a current Order to the Contractor who provides Service in the Area of the Offender's new address. The court will notify the new Contractor of the change in the Order to the Offender's new address;
- 9.1.3** If it becomes impossible to monitor an Offender electronically for reasons beyond the control of the Contractor, such as widespread power failure, the Contractor should, if possible, provide an agreed alternative form of monitoring at the Specified Place until the problem has been solved. If the problem lasts more than 48 hours, the Contractor

must immediately fax the details to the Sheriff Clerk, including an estimate of when the problem will be resolved. If the problem lasts more than 5 days, the SE must be informed;

- 9.1.4 The CC must record all reports of movement of or tampering with the Equipment, power loss and restoral, and telecoms link loss and restoral. If an apparent breach is indicated by a tamper alert mechanism, the Contractor must act in accordance with the breach action requirements set out in paragraph 10 below;
- 9.1.5 The CC must record all movements by the Offender in and out of the Specified Place during the restriction hours. All absences from the Specified Place during restriction hours, except authorised absences must be treated as breaches of Order, and appropriate action taken.
- 9.2 If there is a power loss of two minutes or more during the restriction period, the Contractor must telephone the Offender within one hour of the start of the power loss being registered. This does not apply if the telephone call would be made after midnight. In this case the Contractor must telephone the Offender within one hour of the start of the next restriction period.
- 9.3 If there is a loss of telecommunications link within the restriction period, the Contractor must telephone the Offender no later than 15 minutes after the telephone link has been restored. This applies even if the telephone call would be made after midnight. If the link is restored within 15 minutes of the end of the restriction period, or if it is lost and restored outside the restriction period, the Contractor must telephone within 15 minutes of the start of the next restriction period.
- 9.4 The Contractor must seek an explanation for the loss of power or telecommunications link and must remind the Offender of his or her responsibility to maintain a link at all times.
- 9.5 **Monitoring by Random Alternative Monitoring (RAM)**
  - 9.5.1 If there is a loss of mains power and the back-up battery unit fails or exceeds the minimum operation period defined in paragraph 5.2 above, monitoring by RAM must be undertaken until the mains power supply is restored. The Contractor is not required to carry out RAM during a loss of mains power when it is clear that the back-up battery unit is fully functioning and the Contractor is satisfied that it will not fail during the restriction period.
  - 9.5.2 If there is a loss of telecommunications link which lasts for two hours or more, monitoring by RAM must be undertaken until the telecommunications link is restored.
  - 9.5.3 If the Offender states that the loss of mains power or telecommunications link was externally caused, the Contractor must contact the power or telecommunications provider to verify this. The outcome must be recorded for possible use in court or by the SE.
  - 9.5.4 If the Offender does not give a satisfactory explanation for the loss of the telecommunications link, and a check with the telecommunications provider has

confirmed that there was no external cause, the Contractor must undertake a visit within 24 hours of the loss being registered to ensure that the Equipment has not been tampered with. In other circumstances the loss of power or telecommunications link does not require a visit.

- 9.5.6** If the loss of power or telecommunications link is not externally caused and lasts for two hours or more in a restriction period on more than three occasions in one week, the Offender should be treated as incapable of being monitored and a report should be submitted within 24 hours to the Court for a review of the Order.
- 9.5.7** Each time a tilt is registered by the MU the Contractor must telephone the Offender and visit if the incidents occur more than five times in one week. The Contractor, at their discretion, may arrange a visit to the Offender if there are less than 5 incidents in one week. The Contractor must visit at least once if there are more than 5 incidents in any subsequent week.

## **10. Breach Procedures and Breach Action**

### **10.1 Breach**

A breach occurs where the Offender does not comply with the terms of the Order to the extent defined below or where the Equipment has been tampered without a satisfactory explanation. Some breaches are so serious that they automatically trigger breach action by the Contractor. Others will be minor infringements which must nevertheless be fully recorded, and which may in time trigger breach action by the Contractor if they continue. The Contractor is not responsible for the decision on whether or not the breach should be prosecuted. Their role is to alert the relevant agencies to the breach and the provision of evidence, including court appearance if necessary. The Contractor must report all eligible breaches of an Order which have taken place before an Order has ended but fall to be reported after completion of an Order.

### **10.2 Authorised Absences**

- 10.2.1** In certain circumstances an authorised absence may be allowed by the Contractor (e.g. a job interview or medical appointment) subject to the provision of evidence. Offenders will be expected to ensure that routine appointments are arranged for times outwith the restriction period. Other circumstances such as a medical emergency may preclude the Offender's seeking advance authorisation. In these cases, the Offender must provide evidence to the Contractor of his presence at, for example, the hospital, including times of arrival and departure.

#### **10.2.2 Details of what constitute acceptable reasons for authorised absence and acceptable evidence:**

While it is not possible to set out every eventuality, the list below sets out the main occasions when a Contractor would be allowed to grant **authorised absence** to an Offender subject to the provision of evidence that the reason for absence was genuine. E.g. an Offender had an appointment with his social worker and was able to provide evidence of attendance. Normally Offenders will be expected to ensure that routine appointments are arranged for times outwith the restriction period.

**Authorised absences**

- Outpatient hospital appointments
- Job interviews
- Signing on
- Funeral of family member
- Marriage of member of immediate family (ceremony only)
- Dental appointments
- GP appointments
- Planned hospitalisation
- Supervised attendance Order, Community service or probation requirements, Drug Treatment and Testing Order
- Attendance at court
- Compliance with Bail conditions

**Examples of absence which will not be authorised**

- Running out of food/ cigarettes
- Missed bus/train
- Watch stopped/forgot time
- Slept in

**10.2.3** The Contractor must notify the offender within 24 hours of receiving the necessary evidence referred to in paragraph 10.2.1 above, of the decision to authorise or not any absence from the specified place during the restriction period. If any breach action is required, this will be conducted in accordance with paragraph 10.4

**10.3 Unauthorised Absences**

*Information redacted under Code of Practice on Access to Scottish Executive Information Part II, paragraph 4(b) - Information whose disclosure could prejudice the enforcement or proper administration of the law, including the prevention, investigation or detection of crime, or the apprehension or prosecution of offenders.*

**10.4 Levels of Breach**

**10.4.1 Actions causing a Level 1 Breach**

*Information redacted under Code of Practice on Access to Scottish Executive Information Part II, paragraph 4(b) - Information whose disclosure could prejudice the enforcement or proper administration of the law, including the prevention, investigation or detection of crime, or the apprehension or prosecution of offenders.*

**10.4.2 Action Required to be undertaken by Contractor regarding the Offender**

*Information redacted under Code of Practice on Access to Scottish Executive Information Part II, paragraph 4(b) - Information whose disclosure could prejudice the enforcement or proper administration of the law, including the prevention, investigation or detection of crime, or the apprehension or prosecution of offenders.*

**10.4.3 Actions causing a Level 2 Breach**

*Information redacted under Code of Practice on Access to Scottish Executive Information Part II, paragraph 4(b) - Information whose disclosure could prejudice the enforcement or proper administration of the law, including the prevention, investigation or detection of crime, or the apprehension or prosecution of offenders.*

**10.4.4 Action Required to be undertaken by Contractor regarding the Offender**

*Information redacted under Code of Practice on Access to Scottish Executive Information Part II, paragraph 4(b) - Information whose disclosure could prejudice the enforcement or proper administration of the law, including the prevention, investigation or detection of crime, or the apprehension or prosecution of offenders.*

**10.4.4.1 Actions Causing a Level 3 Breach**

- Being present at a place from which the offender is restricted.

**10.4.4.2 Action Required to be undertaken by Contractor regarding the Offender**

A Level 3 Breach should trigger immediate breach action. The Contractor must inform the offender within 24 hours that breach action is being instigated. The Contractor must send a breach report to the court, and a copy of the breach report to the supervising social worker (if applicable), both within 48 hours.

**10.4.5** The Contractor must take steps to ensure that the outcome of breach proceedings is known and take appropriate action following the courts decision e.g. removal of Equipment, if the Order is revoked.

**10.4.6** The Contractor must inform the social worker supervising a concurrent probation order or Drug Treatment and Testing Order within 24 hours, if information is provided to the court in respect of a possible breach of the Order. The Contractor must also provide the supervising social worker with a copy of any variation of the Order. Copies of breach reports must be provided to the supervising social worker on a daily basis. It is for the Contractor and the local social work authority to develop further ways of working.

**10.4.7** Withdrawal of consent to a Restriction of Liberty Order, whether by the offender or the premise holder, is a Level 1 breach and action should be taken in accordance with paragraph 10.4.2 of Document D. In addition, in these cases, a telephone call must be made to the relevant court one month after the issue of the breach report and monthly thereafter to establish the status of the breach report. Details of these telephone calls should be recorded. Failure to make these calls will result in a performance level failure as detailed in paragraph 19.

**10.5** Where there are breaches of the conditions of the Order which reaches the threshold for breach action set out in this paragraph 10, the Contractor must provide the court

with a computer printout generated by the MU indicating the extent of the breach within 48 hours of breach occurring. The Contractor will also provide a certified record or records of visits made by the Contractor to the Offender in Order to confirm that the breach occurred and to note the Offender's explanation(s).

- 10.6 Any security breach should be notified to the Scottish Executive Contract Manager immediately the breach is discovered. This should be followed in writing within 24 hours.

11. **Variation of Order by a Court**

The Court may vary the terms of an Offender's Order. No one else has the power to vary the terms of an Order. The Contractor will make any necessary changes to the Order (ie remotely, on the EMS system and HMRU) within 2 hours of receipt of the variation. If the variation is a change of address, and a visit is therefore required, the timescales for installation apply from the time of receipt of the variation. (THIS SECTION WILL BE KEPT UNDER REVIEW.) The Responsible Officer will attend Court as required in the event of a variation to the terms of the Order being sought or for any other reason relating to an Order.

12. **Termination of Order**

- 12.1 At the end of the Order period or when it is revoked, the Contractor must remove the MU and the PID within 12 hours of Order termination. In cases where the Order is due to end, the Contractor should arrange a suitable date with the Offender one week before the end date. This should be within 12 hours of the Order termination, unless the Offender specifies otherwise. This should be confirmed in writing. The Contractor should visit the Specified Place on the agreed date and time, even if the HMRU records that the Offender is not on the premises. If the Offender is unavailable a letter should be left asking the Offender to contact the Contractor as soon as possible to arrange removal of the MU and PID. The Contractor will arrange reimbursement of the estimated cost of electricity used by the MU within 72 hours of the end of the Order;

- 12.2 Within one week of the end of the Order, the Contractor will provide the Court with a form containing the name and address of the Offender, the conditions of the Order, and information on whether or not the Order has been completed successfully. The Contractor will also provide a cumulative monthly summary report to the court within 5 working days after the start of the following month. The report will contain summary information on the number of Orders imposed, breaches, successful completions and number of Orders still current.

13. **Provision of Telephone Support**

The Contractor must provide a 24 hour manned freephone telephone enquiry and technical support service, for the duration of the Contract to deal with enquiries or requests from Offenders and others, e.g. courts, social workers, police liaison officers, etc.

14. **Raising Awareness with other Agencies**

Experience of the pilots has shown that RLOs are managed effectively if the criminal justice agencies involved (i.e. sentencers, the Scottish Court Service, the Procurator Fiscal Service, local authority social work services, police) have a clear understanding

of their role, each other's role, and the role of the Contractor in the management of RLOs. The SE will be issuing information about RLOs and Electronic Monitoring to the agencies involved prior to 1 May 2002. Agencies will also be given the opportunity to receive presentations on the operation of the Contract from January 2002, or when the Contract is awarded. The Contractor will be required to plan and participate in such presentations with the SE or other relevant agencies during the Lead-In Period and Contract. Continued liaison and dialogue between the Contractors and agencies has also been a key factor in the smooth running of the pilot scheme e.g. ensuring Police and Scottish Prison Service are aware of the need to inform the Contractor in the event an Offender is taken into custody.

**15. Training for Courts and Other Agencies**

The Contractor must attend and/or provide familiarisation sessions e.g. seminars, presentations, conferences and meetings for persons involved including sentencers, Court staff, social workers, Procurators Fiscal and police. Such sessions will take place both during the Lead-In Period and during the duration of the Contract and include an overview of the Service to be provided, the arrangements for liaison and co-ordination between the different criminal justice agencies involved and the operation of the Contractor's Equipment. The Contractor must therefore be prepared to develop and maintain dialogue with agencies, participating in meetings and training as requested. The Contractor must also answer queries and assist in the resolution of issues that arise on a day to day basis. The Contractor will be required to demonstrate a commitment to liaison and raising awareness with agencies and organisations not directly involved in RLOs e.g. local Bar Associations.

**16. Provision of Information to Offenders, Agencies and the SE**

The Contractor must provide written material on the operation of the Service in the form of short information leaflets which must be concise, written in a non-technical style and specifically designed for the needs of the target audience. This will include provision for Offenders who do not have English as a first language and/or are visually or hearing impaired. The content of the leaflets must be approved by the SE during the Lead-In Period and before distribution. The Contractor must respond within 24 hours to any request for information/records from the SE. The Contractor must respond within 24 hours to a valid request for information from a police nominated liaison officer. The SE will provide the Contractor with a list of nominated liaison officers before Contract commencement and an indication of the type of information which may be provided.

On occasion, police officers may require information regarding the whereabouts of a tagged offender during his/her restriction period. Any such enquiries will be carried out via the police liaison officer. The Contractor must always seek to obtain the consent of the offender to release the relevant information. This applies even when this information appears to the monitoring officer to be trivial and in the best interests of the offender. Only in extreme circumstances, and where there is justification under the Data Protection Act 1998, may information be passed by the Contractor to the police liaison officer without seeking the offender's consent or against the offender's express wishes. The Contractor must clear these extra-ordinary requests with the Scottish Executive Contract Manager in advance of releasing any information.

The Contractor shall not make any announcements or statements, issue any publications (of whatsoever nature) or communicate with, or make any statements to, representatives of the press, television, radio or other communications media on, or which deal with, the existence or content of this Contract or any matter concerning, or arising out of or in connection with, this Contract or the Service, without the prior consent of the Scottish Ministers, whether the announcements, statements, publications or communications deal with or contain confidential Information or otherwise, except to the extent that such matters are or become public knowledge other than by breach of any provision of this Contract. Consent should be requested in writing (which includes e-mail correspondence) wherever possible and should be provided in the same format.

**17. Changes to Legislative and Other Requirements**

It is also the intention of the SE to extend the availability of Electronic Monitoring to other areas of the criminal justice system. Provision will be made to allow sentencers to impose RLOs as a condition of a Drug Treatment and Testing Order and a condition of probation. Provision will also be made to allow the Parole Board to impose the requirement of Electronic Monitoring or tracking (when that is available) as a condition of release on licence. The Contractor will therefore be expected to adopt a flexible approach to dealing with issues as they arise within the parameters of the Contract and in consultation with the Community Justice Services Division of The Scottish Executive Justice Department and others as necessary. Any changes to this Document D will be notified to the Contractor in accordance with Clause 22 of Document H. The Contractor will be expected to be flexible in dealing with any changes that may prove to be necessary either in the development of Electronic Monitoring or as a result of experience.

Contractors must undertake to provide Electronic Monitoring to support not only the applications at present in use or planned, but also any ad hoc arrangements that may need to be made during the lifetime of the Contract. Contractors must also undertake to provide Electronic Monitoring to support new applications which the SE wishes to introduce, whether or not these schemes are Statutory. Payment for additional services will be determined by agreement. Contractors must ensure the software capacity of any MU includes additional platforms to accommodate additional uses.

**18. Business Continuity Planning**

The Contractor must have made provision for contingencies and disaster recovery. These plans must include (but should not be limited to) provisions to address the possibility of:

- short or long term power loss, or power surges, to the CC
- normal communications systems being rendered inoperative
- the CC being compromised by foreseen and/or unforeseen external factors; for example, flood etc
- Equipment being compromised by undetected tampering or other interference
- staff unavailability/ inadequate standards of performance

**19. Performance Measurement**

- 19.1** The Contractor will undertake an audit of performance according to the Performance Levels detailed below. The Contractor must submit its Performance Report to the SE in accordance with the frequency defined in Document G. The Report will separately list, per Order, the Performance Level Failures and the points accruing per month.
- 19.2** For the avoidance of doubt, each incident (regardless of duration) occurring per Order per month will be counted as a single Performance Level failure.
- 19.3** Failure to perform the Service to the levels detailed below will affect payment to the Contractor as detailed in Document H.

**19.4 Individual Performance Levels**

**Note:** all Performance Level Failures detailed below accrue 1 point (“Performance Points”) per incident per Order per month  
All references in the table below refer to Section B of Document D

Document D Paragraph Number	Performance Level Failure
2, 13	Failure to provide communication links between CC, other agencies and tagged Offenders, 24 hours per day 7 days per week
4, 5, 6	Failure to prevent interference with communications
4, 5, 6	Failure to ensure effective operation of equipment in all potential atmospheric and environmental conditions of Scotland
8.1.1, 8.1.2	Failure to check, and if necessary take steps to amend, information in Court Order
8.1.3	Failure to forward a copy of the Court notification to the nominated Police Liaison Officer within timescale set
8.2.1	Failure to carry out initial visit to Offender within timescale set
8.2.1	Failure to confirm identity of Offender
8.2.1	Failure to confirm with Offender information given to the Contractor by the Court, and take appropriate action if necessary
8.2.1	Failure to install MU and PID within timescale set
8.2.1	Failure to arrange for telephone installation, if necessary, within timescale set
8.2.1	Failure to avoid installation of PID and MU at Specified Place during period when Offender is restricted from that place

8.2.1	Failure to provide specified information to the Offender, including information to be retained by the Offender about Electronic Monitoring, in a format suitable for the Offender’s needs; failure to provide an interpreter if necessary; failure to provide suitable information to others affected by the Offender’s Order / presence of MU
8.2.1	Failure to fit PID appropriately
8.2.1	Failure to ensure female member of staff fits PID to female Offenders
8.2.1	Failure to record, consider and act appropriately within timescale set to Offender’s request to move PID
1	Failure to assess suitability of location in order to restrict Offenders to or from specified location
8.2.1	Failure to install MU in accordance with the Order, and with appropriate range, within timescale set
<b>Document D Paragraph Number</b>	<b>Performance Level Failure</b>
8.2.1	Failure to seek Offender’s signature on standard agreement form
8.2.1	Failure to install the HMRU in the most convenient location.
8.2.2	Failure to notify court within timescale set of inability to complete installation
8.2.2, 9	Failure to monitor effectively according to Document D during each and every period of restriction by either: a) the CC b) RAM c) Back-up system in the MU
9.1	Failure to inspect Offender’s PID and MU once every 28 days
9.1.2, 8.2.2	Failure to seek revocation or variation of Order, under specified circumstances, within timescale set
9.1.3	Failure to inform the court and SE in the case of inability to monitor Offender electronically for longer than periods specified in Document D, within timescale set
9.2, 9.4	Failure to take appropriate action in the case of power loss of two minutes or more during restriction period, within timescale set
9.3, 9.4	Failure to take appropriate action in the case of loss of telecommunications link, within timescale set
9.5.3	Failure to contact power or telecommunications provider in the event of Offender claim that loss of power or telecommunications link was externally caused

9.5.4	Failure to visit Offender within timescale set in case of no satisfactory explanation for loss of telecommunications link
9.5.6	Failure to submit report to the court for a review of the Order within timescale set, in the case of persistent loss of power or telecommunications link which is not externally caused
9.5.7	Failure to take action specified in Document D in the case of MU tilt
10.3	Failure to take action specified in Document D in the case of apparent breach, within timescales set
10.4.2, 10.4.5, 10.4.6, 10.5	Failure to take action specified in Document D in the case of Level 1 Breach, within timescales set
10.4.4, 10.4.5, 10.4.6, 10.5	Failure to take action specified in Document D in the case of Level 2 Breach, within timescales set
10.6	Failure to report security breach to SE Contract Manager, immediately
<b>Document D Paragraph Number</b>	<b>Performance Level Failure</b>
11	Failure to take appropriate action in the case of the court varying an Order, within timescales set
12	Failure to take appropriate action at the end of the Order period, or when it is revoked, within timescales set
21	Failure to take appropriate action in the case of a complaint, within timescale set
10.3.2	Failure to take appropriate action in the case of a suspected false negative / positive.
10.4.4.2	Failure to take action specified in Document D in the case of a Level 3 breach, within timescale set
10.2	Failure to take action specified in Document D in the event of a request for authorised absence
10.5	Failure to take necessary action following the issue to the court of a level 1 breach report in relation to withdrawal of consent

## 19.5 Effect of Performance Level Failures

**19.5.1** A Performance Level failure of 1 point per Order per month will result in the monthly invoice\* for that Order being reduced by 5%

A Performance Level failure of up to 5 points per Order per month will result in the monthly invoice\* for that Order being reduced by 10%

A Performance Level failure of 5 points and over per Order per month will result in the monthly invoice\* for that Order being reduced by 20%

\* for the avoidance of doubt, the % reduced from the monthly invoice for each Order will be deducted from total of the Price per Day less any Volume Discount % x number of days the Order operates per month

- 19.5.2** In addition, following the first occurrence of a Performance Level Failure of 5+ per Order per month, a First Warning may be given by SE. The First Warning will be in written form, requiring the Contractor to put right the failure within a defined period. The period will be defined in the First Warning. The Contractor shall, within 7 working days after the First Warning (or within such further period as shall be agreed with SE, acting reasonably, in the event that the Contractor is unable to provide rectification proposals within 7 working days), propose to SE rectification proposals for SE to approve. The Contractor will be required to demonstrate that the cause of the Performance Level Failure has been rectified within the time specified during an audit of the operation of the Service. The timing of this audit shall be specified in the First Warning.

For the avoidance of doubt, should the Contractor rectify the Performance Level Failure within the timetable specified by SE pursuant to the above, any subsequent Performance Level failure in respect of the same or similar event of circumstance will entitle SE to issue another First Warning.

- 19.5.3** The occurrence of more than two First Warnings in any rolling six month period (or more than three First Warnings in any rolling twelve month period), whether or not in respect of the same or similar event or circumstance, will entitle SE to terminate the Contract in accordance with the provisions of Document H.

**20. Continuous Development and Innovation**

The Contractor will be expected to demonstrate flexibility in bringing into use improved Equipment should this become available. This should be done only after full testing to a schedule agreed with the SE, and with the written agreement of the SE as detailed in Document H.

**21. Complaints**

Any complaints received by the Contractor about the Service must be investigated within 30 days of receipt and the complainant informed of the outcome in writing.

**22. Scheme Evaluation**

The Contractor must participate as required in any evaluation of any aspect of the Service initiated by or approved by the SE.

**23 ELECTRONIC MONITORING AS A CONDITION OF BAIL (YOUTH COURT PILOT)**

- 23.1** Electronic monitoring (em) as a condition of bail differs from Restriction of Liberty Orders in that the em condition is not limited to a maximum of 12 hours per day. The

Court will decide on the appropriate restriction period, which may be up to 24 hours per day.

- 23.2 As with Restriction of Liberty Orders, the Clerk of the Youth Court will fax a copy of the bail order detailing the em condition to the Contractor on the day the Order is made.

### **Installation**

- 23.3 The procedures for installation of equipment and monitoring of RLOs as detailed in sections 8 and 9 of this document should be followed for the installation of electronic monitoring equipment for bail orders with an em condition, and for the monitoring of an em condition of bail. Any performance level failures which apply to that section in respect of RLOs will also apply to em as a condition of bail.

### **Breach**

- 23.4 *Information redacted under Code of Practice on Access to Scottish Executive Information Part II, paragraph 4(b) - Information whose disclosure could prejudice the enforcement or proper administration of the law, including the prevention, investigation or detection of crime, or the apprehension or prosecution of offenders.*
- 23.5 All equipment tampers occurring during the restriction period and all absences (save for those provided for in paragraph 23.4 above) will be regarded as a breach and will be reported by the Contractor to the Police within 2 hours of the breach occurring. The breach report will be copied to the social worker and the Children's Reporter in the case of those subject to supervision.
- 23.6 The Contractor will follow up every breach as for RLOs and as detailed in paragraph 10.3 of this document. Any performance level failures which apply to that section in respect of RLOs will also apply to em as a condition of bail.
- 23.7 The Procurator Fiscal will advise the Contractor as soon as a decision in response to a breach has been taken. The Contractor will, where it is possible, continue to monitor the accused until directed otherwise by the Court.

### **End of em condition**

- 23.8 Where the period of the em condition has ended or where instructed to do so by the Court, the Contractor will arrange to remove the electronic monitoring equipment as per paragraph 12.1 of this document.

## **24 ELECTRONIC MONITORING AS A CONDITION OF PROBATION ORDER OR DRUG TREATMENT AND TESTING ORDER**

- 24.1 Electronic monitoring (em) as a condition of a probation order or drug treatment and testing order (DTTO) was introduced by the Criminal Justice (Scotland) Act 2003. As with RLOs, this allows for an electronic monitoring condition restricting an offender

to a specified place for up to 12 hours a day, or restricting an offender from a specified place for a maximum of 24 hours a day.

- 24.2 As with RLOs, the Clerk of Court will fax a copy of the probation order or DTTO detailing the em condition to the Contractor on the day the Order is made.

### **Installation**

- 24.3 The procedures for installation of equipment and monitoring of RLOs as detailed in sections 8 and 9 of this document should be followed for the installation of electronic monitoring equipment for probation orders and DTTOs with an em condition, and for the monitoring of an em condition of such orders. This will include checking that the details on the order are correct. It is possible for an em condition to apply for a shorter duration than that of the primary order. Any performance level failures which apply to that section in respect of RLOs will also apply to em as a condition of probation or DTTO.

### **Breach**

- 24.4 Breach procedures for em as a condition of a probation order or a DTTO are the same as those for RLOs and detailed in paragraph 10 of this document and should be followed in the same way **with one exception.**
- 24.5 Breach of an em condition of a probation order or DTTO is notified to the supervising social worker, **not the court.** The same timescales as in paragraph 10.4 of this document should be followed. It is for the supervising social worker to notify the court of the breach of the electronic monitoring condition.
- 24.6 Where a breach of an em condition constitutes a level 2 breach, the offender should be notified as in paragraph 10.4.2 of this document. In addition, a copy of the level 2 breach letter should be sent to the supervising social worker.

### **Reviews and variations**

- 24.7 All reviews and variations should be routed through the supervising social worker (for example changes of address) and the offender advised to go to the supervising social worker to enable a review or variation request to be submitted to the court.

**Monthly compliance report**

- 24.8 The Contractor will send a report to the supervising officer, detailing the offender's compliance with the electronic monitoring condition, one month after the start of the order and every month thereafter until the order ends or is revoked by the court.

**End of em condition**

- 24.8 Where the period of the em condition has ended or where instructed to do so by the Court, the Contractor will arrange to remove the electronic monitoring equipment as per paragraph 12.1 of this document.