

2011

STATE OF WESTERN AUSTRALIA

AND

SERCO AUSTRALIA PTY LIMITED

EXTENSION & VARIATION of ACACIA PRISON SERVICES AGREEMENT

State Solicitor's Office
Commercial
141 St Georges Terrace
Perth WA 6000
Tel 61 08 9264 1888
Ref AR

between

Ian Johnson in his capacity as Chief Executive Officer of the Department of Corrective Services, of 141 St George's Terrace, Perth, Western Australia, 6000, for and on behalf of the State of Western Australia (the *State*)

and

Serco Australia Pty Limited ABN 44 003 677 352 of Level 10, 90 Arthur Street, North Sydney, New South Wales, 2060 (the *Contractor*)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Agreement means the agreement between the State and the Contractor dated 15 May 2006.

Document means this document and its schedules.

Effective Date means the day being 60 Business Days after the State gives the first notice to the Contractor under sub-clause 2.3(a).

New Facilities means an increase in the design capacity of the Prison to accommodate up to 1500 Prisoners.

Request means the request issued by the State to the Contractor on or about 16 April 2010.

Submission means the response to the Request by the Contractor to the State dated 17 May 2010 and includes all responses to requests for clarification thereto.

Other terms which are defined in the Agreement also apply to this Document.

1.2 Rules for interpreting this Document

The rules which apply to the Agreement also apply to this Document.

2. OPERATIVE PROVISIONS

2.1 Extension of Agreement

The State exercises its right to extend the Agreement for a further period of 5 years on the expiry of the Initial Operation Period.

2.2 Increased Prison Capacity

The Contractor acknowledges and agrees that the State intends to construct the New Facilities.

The Contractor will co-operate fully with the State carrying out the construction of the New Facilities.

The State will consult and co-operate with the Contractor in carrying out the construction of the New Facilities to ensure so far as practicable the efficient and safe operation of the Prison.

2.3 Variation of Agreement

- (a) The State will give the Contractor not less than 60 Business Days notice in writing of its intention to place new Prisoners in the New Facilities. It is acknowledged and agreed that it is intended to stage the placement of new Prisoners in the New Facilities and consequently multiple notices may be given under this sub-clause (a).
- (b) Within 5 Business Days after the date of the State giving any notice under sub-clause (a), the Contractor must invoice the State for the DAP Transition Payment payable as set out under sub-clause (c) using an invoice format approved by the State and providing a sufficient level of detail to enable the State to verify the calculation of the DAP Transition Payment.
- (c) Within 15 Business Days of giving any notice under sub-clause (a) the State will pay the Contractor the DAP Transition Payment (if any) equal to the aggregate of the Recruitment and Training Band Entry Costs for each DAP Band between:

- (i) the applicable DAP Band as if the number of new Prisoners specified in any notice given under sub-clause (a) had actually been placed in the New Facilities; and
- (ii) the applicable DAP as if the number of new Prisoners specified in any notice given under sub-clause (a) had not actually been placed in the New Facilities.

The Recruitment and Training Band Entry Costs applicable to a DAP Band is the amount set out in Column G of Table D set out in Schedule 1, multiplied by the CPI Adjustment as at the Review Date which immediately precedes the Invoice date (as applicable).

For the purposes of this clause the DAP Transition Payments in clause 15.1A of the Agreement in respect of Band Entry Costs (Column F of Table D set out in Schedule 1) operates according to its term.

(d) On the Effective Date:

- (i) Tables A, B and C in section 6 of Schedule 2 of the Agreement are replaced with Table D set out in Schedule 1.
- (ii) The Operations Payment calculation will include a Utilities Adjustment. The Operations Payment formula set out in section 1 of Schedule 2 of the Agreement is replaced with the following:

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

Where:

UA is the Utilities Adjustment for an Operating Month, in respect of the New Facilities, calculated for each of Electricity, Gas and Water in accordance with sub-clause 2.3 (d) (iii) of this Document.

- (iii) The Utilities Adjustment (UA) for an Operating Month will be calculated as follows:

$$UA = (Ve \times Pe) + (Vg \times Pg) + (Vw \times Pw)$$

Where:

Ve is the number of units of electricity in respect of the New Facilities for an Operating Month, calculated as follows:

$$Ve = (ETe \times EMD) \times (TDAP - EDAP)$$

Where:

ETe is the energy target of 13.21 units of electricity per Prisoner per day

EMD is the number of days in the Operating Month

TDAP is the DAP for that Operating Month

EDAP is the TDAP for that Operating Month less the DAP calculated in respect of the New Facilities for that Operating Month

Pe is the price adjustment in dollars per unit of electricity calculated as follows:

$$Pe = \{APe - (EPe \times CPI)\}$$

Where:

APe is the actual price in dollars per unit of electricity payable by the Contractor pursuant to the relevant electricity invoice

EPe is the assumed price of \$0.13 per unit of electricity

CPI is the CPI Adjustment applicable to the most recent Review Date prior to the commencement of the Operating Month in which the Utilities Adjustment is applicable.

Vg is the number of units of gas in respect of the New Facilities for an Operating Month, calculated as follows:

$$Vg = (ETg \times EMD) \times (TDAP - EDAP)$$

Where:

ETg is the gas target of 2.22 units of gas per Prisoner per day

Pg is the price adjustment in dollars per unit of gas calculated as follows:

$$Pg = \{APg - (EPg \times CPI)\}$$

Where:

APg is the actual price in dollars per unit of gas payable by the Contractor pursuant to the relevant gas invoice

EPg is the assumed price of \$0.76 per unit of gas

Vw is the number of units of water in respect of the New Facilities for an Operating Month, calculated as follows:

$$Vw = (ETw \times EMD) \times (TDAP - EDAP)$$

Where:

ETw is the water target of 0.35 units of water per Prisoner per day

Pw is the price adjustment in dollars per unit of water calculated as follows:

$$P_w = \{AP_w - (EP_w \times CPI)\}$$

Where:

AP_w is the actual price in dollars per unit of water payable by the Contractor pursuant to the relevant water invoice

EP_w is the assumed price of \$1.07 per unit of water

In calculating UA units and dollar values shall be rounded to four decimal places.

The Contractor may, by giving notice in writing to the State at any time during the Operating Period request the State to vary the electricity (ET_e), gas (ET_g) and/or water (ET_w) target if the Contractor can provide [satisfactory] evidence to the State that the actual usage in respect of the New Facility is [significant] different from the target. On receiving a Contractor notice, the State and the Contractor must negotiate in good faith regarding the proposed new target units, but the State shall be under no obligation to approve it. If the State approves the Contractor notice, the approved target units will replace the target units for each of electricity (ET_e), gas (ET_g) and/or water (ET_w) in the Utility Adjustment (UA) formula, effective from the date of approval by the State.

For the purposes of this sub-clause (iii) there will be a significant difference (increase or decrease) where the actual unit usage is 5% more or less than the target units.

Example:

Assumptions:

1. Operating Month is January 2014 with 31 days in Operating Month, therefore EMD = 31.
2. Total DAP for January 2014 is 1,095 with DAP in respect of Prisoners housed in New Facilities for January 2014 being 91, therefore TDAP = 1,095 and EDAP = 1,004 (1,095 less 91).
3. The Index Number for the Operating Quarter ending 31 March in the calendar year in which the Review Date occurs is 130.5 (March 2013), and the Index Number of the Quarter ending 31 March 2005 is 144.4. Therefore the CPI Adjustment is 1.25 (130.5 divided by 144.4).
5. The actual price for electricity is \$0.20 per unit (as per the Utility invoice). Therefore APE = \$0.20.

Calculation:

$$UA = (V_e \times P_e) + (V_g \times P_g) + (V_w \times P_w)$$

With

$$V_e = (E_{Te} \times EMD) \times (EDAP - EDAP)$$

$$V_e = (13.21 \times 31) \times (1,095 - 1,004)$$

$$V_e = (409.51) \times (91)$$

$$V_e = 37,265.41 \text{ units}$$

$$P_e = \{AP_e - (EP_e \times CPI)\}$$

$$P_e = (\$0.20 - (\$0.13 \times 1.25))$$

$$P_e = (\$0.20 - (\$0.1625))$$

$$P_e = \$0.0375$$

Therefore the electricity utility adjustment element is:

$$(V_e \times P_e) = (37,265.41 \text{ units} \times \$0.0375) = \$1,397.45.$$

Note: The same calculation must be performed in respect of the gas ($V_g \times P_g$) and water ($V_w \times P_w$) elements of the Utility Adjustment.

To the extent that a Utilities Invoice includes multiple Utilities prices eg for peak and off peak services, the UA will be calculated based on the average price for the total of the peak and off peak services.

Example:

Assumption:

Utility Invoice shows 1,000 units for peak services at \$0.30 per unit and 2,500 units for off peak services at \$0.20 per unit.

Calculation:

The average price (AP) is:

$$= \{(\text{total cost for peak services}) + (\text{total cost for off peak services})\} / (\text{total units for peak services} + \text{total units for off peak services})$$

$$= \{(1,000 \text{ units} \times \$0.30) + (2,500 \text{ units} \times \$0.20)\} / (1,000 + 2,500)$$

$$= \{(\$300) + (\$500)\} / (3,500)$$

$$= \$0.23 \text{ per unit}$$

- (e) After the Effective Date If the State actively plans a reduction in Prisoner numbers such that there will be in total a 3 or more DAP Band (as defined in clause 15.1A(b)(i) of the Agreement) step down over any 3 consecutive month period, then the State will give the Contractor not less than 60 Business Days notice in writing of its intention in that regard. To avoid doubt this sub-clause (e) does not apply to unplanned changes in Prisoner numbers such as in emergencies.

If the State fails to give the Contractor the required notice then the reduction in the DAP for the Operation Month will be deemed not to take effect until the date which would have applied had proper notice been given.

- (f) If the State has reduced Prisoner numbers as envisaged in sub-clause (e), but subsequently actively plans to re-increase Prisoner numbers such that there will be a total of 3 or more DAP Band step up over any 3 consecutive month period then the State will give the Contractor 60 Business Days notice in writing of that planned increased activity. To avoid doubt this sub-clause (f) does not apply to unplanned changes in Prisoner numbers such as in emergencies.

If the Contractor is required to recruit additional staff to cope with the planned increased activity, the Contractor shall be entitled to recover from the State a maximum sum of \$8,456 (which amount is subject to the CPI Adjustment) per additional Contract Worker recruited. In submitting any invoice the Contractor must provide the State with reasonable evidence in support of its claim for payment.

Subject to the Contractor punctually complying with the Contractor's Obligations and the State being satisfied as to the reasonableness of the invoice, the State must pay the amount of any invoice issued under this subclause to the Contractor within 14 days of receiving the invoice.

- (g) With effect from execution of this Document the State agrees to make payments under the Agreement as follows:

A. Operation Payment

- (i) By the 15th of each Operation Month the Contractor will give the State an invoice representing an estimated 90% of the Base Operation Payment (BOS) less the Performance and Innovation Adjustment for that Operation Month discounted by the interbank overnight cash rate

(from time to time) having regard to the fact the State has now agreed to pay that 90% component up to 21 days in advance of when payment would previously have been required under the Agreement.

- (ii) Subject to the Contractor punctually complying with the Contractor's Obligations and the State being satisfied as to the accuracy of the invoice, on or before the final Business Day of each Operation Month, the State will pay the invoice referred to in sub-clause A(i).
- (iii) Within 5 Business Days after the end of each Operation Month, the Contractor must invoice the State for the Operation Payment payable in respect of that Operation Month, less 90% of the Base Operation Payment (BOS) less the Performance and Innovation Adjustment for that Operation Month, using an invoice format approved by the State and providing a sufficient level of detail to enable the State to verify the calculation of the balance of the Operation Payment for that Operation Month.
- (iv) Subject to the Contractor punctually complying with the Contractor's Obligations and the State being satisfied as to the accuracy of the invoice, the State must pay the amount of any invoice issued under subclause A(iii) to the Contractor within 14 days of receiving the invoice.

B. Performance and Innovation Adjustment

- (i) By the 15th of each Operation Month the Contractor will give the State an invoice representing an estimated 70% of the Performance and Innovation Adjustment (PIA) for that Operation Month discounted by the interbank overnight cash rate (from time to time) having regard to the fact the State has now agreed to pay that 70% component in advance of when payment would previously have been required under the Agreement.
- (ii) Subject to the Contractor punctually complying with the Contractor's Obligations and the State being satisfied as to the accuracy of the invoice, on or before the final Business Day of each Operation Month, the State will pay the Invoice referred to in sub-clause B(i).

- (iii) Within 20 Business Days after the end of each Operation Year, the State must calculate the Performance Linked Fee in accordance with paragraph 3.2 of Schedule 5 of the Agreement and deduct therefrom the sum of the 70% Performance and Innovation Adjustment advance payments during that Operating Year disregarding any discount received for early payment.
- (iv) If the calculation in sub-clause B(iii) results in an amount owing by the State to the Contractor, then the State must pay the Performance Linked Fee in accordance with the terms of paragraph 3.4 of Schedule 5 of the Agreement.
- (v) If the calculation in sub-clause B(iii) results in an amount owing to the State by the Contractor, the Contractor must within 14 days of the State giving notice to the Contractor of the amount of the Performance Linked Fee (as per paragraph 3.4 of Schedule 5 of the Agreement), setting out in reasonable detail the calculation of the Performance Linked Fee, pay the Performance Linked Fee to the State.

C. Clause 15 Otherwise Unaffected

Subject only the payment mechanism variations set out in this sub-clause (g) clause 15 and Schedule 5 of the Agreement operates according to its term.

- (h) The State and the Contractor acknowledge and agree that the following variations have been previously agreed in respect of the Agreement:

Administrative

Four (4) typographical errors

Table 1

PAGE	CURRENT	AMEND TO
165	OI 13 Security and Control	OI 3 Security and Control
200	Policy Directive 52 (High Security Escort Procedures)	Policy Directive 50 (High Security Escort Procedures)

219	Policy Directive 52 (High Security Escort Procedures)	Policy Directive 50 (High Security Escort Procedures)
236	Para 3.5 (n) (i) and then another (i) which should be (ii) and so on	Change numbering to (i), (ii), (iii), (iv) etc

IRIS scanning equipment

It is agreed to remove the requirement for the Contractor to use the Iris Scanning equipment for the dispensing of Schedule 8 medications. Schedule 4 – Section 3.4 a (ii) refers.

Performance Measures

Refer to Schedule to 2.

Removal of Annexure C – Staffing Deployment Chart

The provisions of Annexure C are deleted and replaced with the provisions set out in Schedule 3.

PAS Nurse

The State will pay the Contractor for the costs of a PAS Nurse.

2.4 Ratification of Representations

The Contractor ratifies and confirms the representations made by it to the State in its Submission.

2.5 Ratification of Agreement

Except as varied by this Document the State and Contractor ratify and confirm the Agreement.

2.6 Representations and Warranties

The representations and warranties given by the Contractor in the Agreement also apply to this Document.

2.7 Costs

The State and the Contractor must each pay their own legal and other costs in connection with the preparation and signing of this Document.

2.8 Governing law

(a) This Document is governed by the laws of Western Australia.

- (b) Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

2.9 Counterparts

- (a) This Document may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Document by signing any counterpart.


Execution page

Any attorney executing this Document states that he or she has no notice of revocation or suspension of his or her power of attorney.

Signed by Ian Johnson for and on behalf of
the State of Western Australia in the
presence of:



Witness Signature



Signature 14.2.11

TILLIE PROWSE

Print Name 14.02.11

Executed by Seroo Australia Pty Limited
in accordance with section 127(1) of the
Corporations Act:



Director Signature



Secretary Signature

PAUL MAHONEY

Print Name

RICHARD KERSLAKE

Print Name

Schedule 1

Table D

Column A	Column B	Column C	Column D	Column E	Column F	Column G
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	Recruitment and Training 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		
626 - 650	\$2,390,448	\$28,685,371	\$119,522	\$1,434,269		
651 - 675	\$2,426,563	\$29,118,755	\$121,328	\$1,455,938		
676 - 700	\$2,472,142	\$29,665,707	\$123,607	\$1,483,285		
701 - 725	\$2,514,950	\$30,179,400	\$125,748	\$1,508,970		
726 - 750	\$2,544,685	\$30,536,217	\$127,234	\$1,526,811		
751 - 775	\$2,583,920	\$31,007,040	\$129,196	\$1,550,352		
776 - 800	\$2,596,880	\$31,162,564	\$129,844	\$1,558,128		
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	
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	
1001-1025	\$3,327,802	\$39,933,622	\$166,390	\$1,996,681	\$24,168	\$198,715
1026-1050	\$3,351,243	\$40,214,911	\$167,562	\$2,010,746	\$16,928	
1051-1075	\$3,389,764	\$40,677,171	\$169,488	\$2,033,859	\$18,573	
1076-1100	\$3,493,547	\$41,922,559	\$174,677	\$2,096,128	\$24,036	
1101-1125	\$3,617,077	\$43,404,924	\$180,854	\$2,170,246	\$26,467	\$274,818
1126-1150	\$3,659,366	\$43,912,393	\$182,968	\$2,195,620	\$18,043	
1151-1175	\$3,729,594	\$44,755,130	\$186,480	\$2,237,756	\$19,864	
1176-1200	\$3,814,609	\$45,775,311	\$190,730	\$2,288,766	\$22,626	
1201-1225	\$3,899,431	\$46,793,178	\$194,972	\$2,339,659	\$22,590	
1226-1250	\$3,967,468	\$47,609,614	\$198,373	\$2,380,481	\$20,802	
1251-1275	\$4,086,948	\$49,043,375	\$204,347	\$2,452,169	\$25,929	\$245,222
1276-1300	\$4,142,136	\$49,705,638	\$207,107	\$2,485,282	\$20,004	
1301-1325	\$4,216,411	\$50,596,928	\$210,821	\$2,529,846	\$21,770	
1326-1350	\$4,310,638	\$51,727,650	\$215,532	\$2,586,383	\$22,501	
1351-1375	\$4,376,003	\$52,512,034	\$218,800	\$2,625,602	\$19,840	
1376-1400	\$4,455,727	\$53,468,723	\$222,786	\$2,673,436	\$18,725	
1401-1425	\$4,539,102	\$54,469,225	\$226,955	\$2,723,461	\$21,460	\$143,751
1426-1450	\$4,620,826	\$55,449,917	\$231,041	\$2,772,496	\$21,999	
1451-1475	\$4,666,240	\$55,994,880	\$233,312	\$2,799,744	\$19,012	
1476-1500	\$4,737,261	\$56,847,132	\$236,863	\$2,842,357	\$21,599	

This Table D is subject to the CPI Adjustment.

Schedule 2
Performance Linked Measures

PERFORMANCE MEASURE VARIATIONS SUMMARY

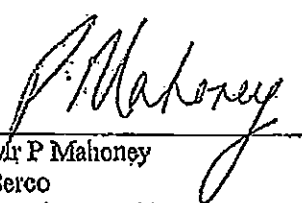
Measure 1

Performance Measure	The number of serious assaults per operation year.	Schedule Reference 5	Performance Measure 1
Definition	<p>A serious assault (including prisoner on prisoner, prisoner on staff and prisoner on visitor) is an act of physical violence resulting in actual bodily harm and meets the following criteria:</p> <ul style="list-style-type: none"> requiring treatment by a medical practitioner resulting in overnight hospitalisation in an external medical facility; requiring extended periods of ongoing medical treatment; and all acts of sexual assault that result in a related charge being laid by Police. <p>Count the number of victims not the number of incidents.</p>		
Mitigation	<p>Mitigation will be considered in the following circumstances:</p> <ul style="list-style-type: none"> there is no evidence that an assault took place as defined above; there are no reliable witnesses to the assault; the alleged victim does not claim to have been assaulted and there is no obvious reason to doubt this claim; or there is no visible injury and there is insufficient circumstantial or other evidence to make an assault the most likely cause of the injury. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> PPMS - 1.4 Incident Notifications; TOMS Incident Reports; Situation reports; and Any other available intelligence. 		


Measure 1 - Revised Performance Linked Fee Standard

800 - 900 (Population Band)

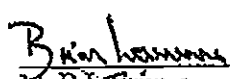
Greater than 13	= 0% of fee
10 - 13 serious assault victims	= 60% of fee
7 - 9 serious assault victims	= 80% of fee
5 - 6 serious assault victims	= 90% of fee
Less than 5 serious assault victims	= 100% of fee


Mr P Mahoney
Serco

August 2009


Mr A Beak
Serco

August 2009


Mr B Lawrence
DCS

31 August 2009

Measure 2

Performance Measure	The number of prisoners each committing one or more acts of serious self harm (including attempted suicide) per operation year.	Schedule Reference 5	Performance Measure 2
Definition	<p>Serious self-harm Is an act of self-harm which:</p> <ul style="list-style-type: none"> • Requires medical treatment and assessment by a medical practitioner resulting in overnight admission to a hospital in an external medical facility; • Requires ongoing medical treatment; and • Includes attempted suicide as defined below. <p>Attempted suicide</p> <ul style="list-style-type: none"> • Is an act of self-harm which the prisoner intends to lead to his death (as determined by suitably qualified staff); • A non-habitual act with a non fatal outcome; • That is deliberately inflated and performed by the individual involved; and • That causes self-harm or without intervention by others will do so, or consists of ingesting a substance in excess of its generally therapeutic dosage. 		
Mitigation	<p>Mitigation will be considered in the following circumstances:</p> <ul style="list-style-type: none"> • Where the self harm act is not in accordance with the definition above. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> • PPMS - 2.3; • TOMS incident reports; • Incident notifications; and • Any other available intelligence. 		

Measure 2 - Revised Performance Linked Fee Standard

:800 - 900 (population band)

Less than 5 serious self harm victims	= 100% of available fee
5 - 6 serious self harm victims	= 90% of available fee
7 - 9 serious self harm victims	= 80% of available fee
10 - 13 serious self harm victims	= 60% of available fee
Greater than 13	= 0% of available fee.

Mr P Mahoney
Serco

August 2009

Mr A Beck
Serco

August 2009

Mr B Lawrence
DCS

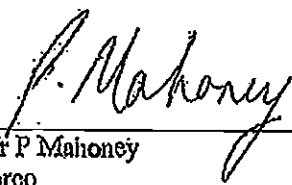
31 August 2009

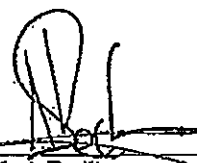
Measure 3

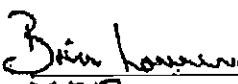
Performance Measure	The percentage of incident reports completed accurately in accordance with requirements,	Schedule Reference 6	Performance Measure 3
Definition	All reports should be completed accurately and in accordance with the prescribed process in Section 6.4 of Schedule 4, and Section 6.3 of Schedule 5.		
Mitigation	Any claims of mitigation will be assessed as necessary.		
Data Sources	Data Sources include, but are not limited to: <ul style="list-style-type: none"> • Analysis of Sit-Rep's; Situation Reports • TOMS Incident reports; • PPMS reports 1.4 & 2.3; • Incident Notifications; • Monitor's daily and monthly reports; and • Other Intelligence. 		

Measure 3 - Revised Performance Linked Fee Standard

Less than 90% of sampled reports are accurate	= 0%
90 - 95% of sampled reports are 'accurate'	= 90%
>95 - 100% of sampled reports are 'accurate'	= 100%


 Mr P Mahoney
 Serco
 August 2009


 Mr A Beck
 Serco
 August 2009

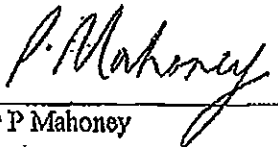

 Mr B Lawrence
 DCS
 31 August 2009

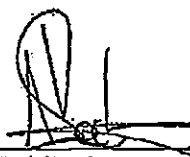
Measure 4


Annual Performance Measure	The percentage of random urine sample tests identifying a positive urine sample test result.	Schedule Reference 5	Performance Measure 4
Definition	<p>A positive urine sample test result is:</p> <ul style="list-style-type: none"> • where a prisoner refuses to supply a urine sample for testing; • where an approved laboratory returns a certificate positive to an illicit substance; • where a prior drug test provides a baseline and the new test indicates an increase in the level of an illicit substance; and • where the test returns a positive result to the presence of opiates, cannabinoids, amphetamines or benzodiazepines. 		
Mitigation	<p>Positive test results are excluded from the calculation of this measure, if the following circumstances apply:</p> <ul style="list-style-type: none"> • the positive test identifying the presence of cannabinoids was taken during the window period of 72 days, which is applicable only for the residual effect of cannabinoids; and • the positive result is the effect of current legally prescribed medication which has been confirmed by a medical officer or laboratory certificate; <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> • Laboratory Certificates, • TOMS Incident reports; and • Other Intelligence; 		

Measure 4 - Revised Performance Linked Fee Standard

10 - 13% of YTD sample tested positive	= 60%
Less than 10% of YTD sample tested positive	= 100%


 Mr P Mahoney
 Serco
 August 2009


 Mr A Beek
 Serco
 August 2009


 Mr B Lawrence
 DCS
 31 August 2009

Measure 5

Annual Performance Measure	Percentage of agreed staffing	Schedule Reference 5	Performance Measure 5
Definition	Agreed staffing is the number of Custodial Officers agreed between the State and the Contractor to provide minimum prison services. Minimum prison services refer to security, food services, health services and scheduled external appointments.		
Mitigation	Events that cause mass inability of staff to attend work. E.g. pandemic. Any other claims of mitigation will be assessed as necessary.		
Data Sources	Data Sources include, but are not limited to: <ul style="list-style-type: none"> • Agreed Staffing List; and • List of Employee Occupants; and • Attendance sheets for a minimum of two days per month. 		

Measure 5 - Revised Performance Linked Fee Standard

Less than 85%	= 0%
90 - 95%	= 85%
Greater than 95% and less than or equal to 98%	= 90%
Greater than 98%	= 100%

P. Mahoney
 Mr P Mahoney
 Serco
 August 2009

A. Beck
 Mr A Beck
 Serco
 August 2009

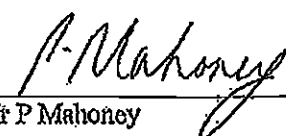
B. Lawrence
 Mr B Lawrence
 DCS
 31 August 2009


Measure 6

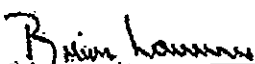
Annual Performance Measure	Percentage of prisoners' sentence planning documents reviewed in accordance with their scheduled review date, and in accordance with Director General's Rule 16.	Schedule Reference 5	Performance Measure 6
Definition	A scheduled review date is the date contained in only each prisoner's individual management plan.		
Mitigation	<p>Mitigation will be considered for reviews not completed within 14 days of the review date in the following circumstances:</p> <ul style="list-style-type: none"> • The review date is within three months of the prisoner's EED or EDR; • Where the prisoner has a court date in the three months following their review date; • Where the prisoner has a parole hearing in the three months following their review date, unless parole is denied, then the review must be commenced within 14 days of the review date; • Where a prisoner with a MAP is serving more than six months and the creation of an IMP has been tasked to Hakea Prison; and • Where an IMP has been completed but still awaits approval by Sentence Management. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> • AIPR Reports; • Prisoner Checklists; and • TOMS Reports 		

Measure 6 - Revised Performance Linked Fee Standard

Less than 90%	= 0%
90 - 95%	= 75%
Greater than 95%	= 100%


 Mr P Mahoney
 Serco
 August 2009


 Mr A Beck
 Serco
 August 2009

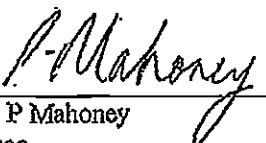

 Mr B Lawrence
 DCS
 31 August 2009

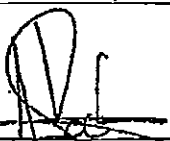
Measure 7

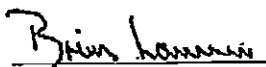
Performance Measure	Percentage of prisoners whose program requirements as approved in the prisoners' Individual Management Plans (IMPs) are delivered as scheduled.	Schedule Reference 5	Performance Measure 7
Definition	<p>The program delivery type, date, duration and intensity is scheduled in the prisoner's IMP and reflected in the AIPR course booking screen. The AIPR booking schedule is contained within TOMS and must be maintained.</p> <p>Program delivery is considered to be achieved if the following requirements are met:</p> <ul style="list-style-type: none"> • Programs are filled to capacity; • Prisoners attending the program are drawn from bookings in the AIPR Course Schedule (to assess this the AIPR course booking schedule must be maintained and up to date); • Prisoners attendance on a program is based on a clinically assessed program need as per an AIPR Treatment Checklist; and • Prisoners cancelled by Acaola within the AIPR course bookings have appropriate documentation e.g. a signed waiver, offender notes etc. 		
Mitigation	<p>Program Vacancies Mitigation for a program run below capacity (i.e. there were vacancies on the program as per the program capacity indicated in the AIPR Booking Schedule) is defined as:</p> <ul style="list-style-type: none"> • Where Acaola has can provide documentary evidence that all reasonable efforts have been made to ensure that the program is filled to capacity; • Such reasonable effort will be taken as being made where Acaola has examined future course bookings AND has notified DCS Offender Services of the vacancy AND has notified DCS Sentence Management of the vacancy; and • Hard copy evidence of such notifications will be accepted in the form of emails, letters, memos or faxes. The provision of verbal advice cannot be validated. <p>Cancellations Only program cancellations made by Acaola staff will be counted in the sample. The AIPR Course Booking Screen must be updated with cancellation or course withdrawal information. Mitigation for cancellations will be accepted where such cancellations are supported by a signed prisoner waiver or non-acceptance report.</p> <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> • Employee occupants AIPR Course Schedule; • AIPR case notes and checklists; • Registrar reports; • Program documentation; and • Waivers 		

Measure 7 - Revised Performance Linked Fee Standard

Less than 90% compliance	= 0% of fee
90 - 95% compliance	= 90% of fee
>95% compliance	= 100% of fee


 Mr P Mahoney
 Serco
 August 2009


 Mr A Beck
 Serco
 August 2009



 Mr B Lawrence
 DCS
 31 August 2009

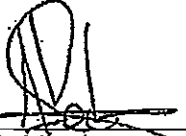
Measure 8

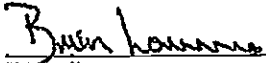
Performance Measure	Percentage of prisoners to whom education and traineeships requirements as approved in the prisoners' Individual Management Plans (IMPs) are delivered as scheduled;	Schedule Reference 5	Performance Measure 8
Definition	Delivery schedules for education and traineeship requirements are contained in each Prisoner's Individual Management Plan.		
Mitigation	<p>Mitigation will be considered in the following circumstances:</p> <ul style="list-style-type: none"> • prisoners wishing to withdraw from education/traineeships must be counselled as to their actions, with supporting documentation provided; • where the prisoner has not yet been at the prison for three weeks. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> • AIPR reports; • IMP; • Education and Vocational Training Checklists; • TOMS; • Registrar; and • Case notes 		

Measure 8 - Revised Performance Linked Fee Standard

Less than 90% compliance	= 0% of fee
90 - 95% compliance	= 90% of fee
>95% compliance	= 100% of fee


 Mr P Maloney
 Serco
 August 2009


 Mr A Beck
 Serco
 August 2009



 Mr B Lawtence
 DCS
 August 2009

Measure 9:

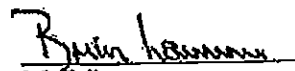
Performance Measure	Management of social visits is in accordance with the requirements of Director General's Rule 7.	Schedule Reference 5	Performance Measure 9
Definition	For the purpose of this measure a social visit is defined as a visit between a prisoner and family, friends, prospective employer, community financial agency or any other group assisting the prisoner with re-entry to the community.		
Mitigation	<p>Mitigation will be considered in the following circumstances:</p> <ul style="list-style-type: none"> • Where it is not possible for a visit to take place (i.e. Impeded by distance, time etc) an alternative service (i.e. phone call, video conference, sister/community visit) will be offered at the Prison's expense. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> • TOMS Report; • Contractor record of prisoners leaving; and • Contractor mitigation. 		

Measure 9 - Revised Performance Linked Fee Standard

Less than or equal to 95%	= 90% of fee
>95%	= 100% of fee


 Mr P Mahoney
 Serco
 August 2009


 Mr A Beck
 Serco
 August 2009

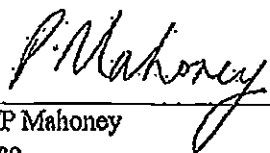

 Mr B Lawrence
 DCS
 31 August 2009

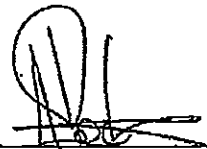
Measure 10

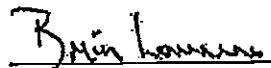
Performance Measure	That all grievances are processed in accordance with the approved process.	Schedule Reference 5	Performance Measure 10.
Definition	<p>A grievance is an issue or concern that a prisoner believes has not been adequately dealt with at Ujift level and which the prisoner wishes to further pursue using the DCS Prisoner Grievance Process.</p> <p>The process for the management and resolution of prisoner grievances is detailed in Director General's Rule 5, and the Prisoner Grievance Process Manual.</p>		
Mitigation	<p>Mitigation will be considered in the following circumstances:</p> <ul style="list-style-type: none"> • Where an extension has been sought and approved by DCS Grievance Manager. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> • TOMS; and • PRMS 		

Measure 10 - Revised Performance Linked Fee Standard

Less than 90% process compliance	= 0% of fee
90 - 95% process compliance	= 75% of fee
> 95% process compliance	= 100% of fee


 Mr P Mahoney
 Serco
 August 2009


 Mr A Beck
 Serco
 August 2009

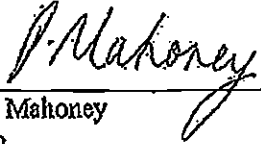

 Mr B Lawrence
 DCS
 31 August 2009

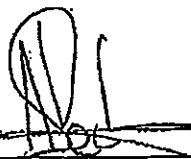
Measure 11

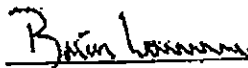
Performance Measure	The percentage of prisoners involved in a structured activity for no less than 30 hours per week.	Schedule 5	Performance Measure 11
Definition	<p><i>Structured Activity</i> means any of the activities listed in Section 2.18 (c) of Schedule 4.</p> <p>Meaningful and constructive activity 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:</p> <ul style="list-style-type: none"> Prison industry, education and vocational training and program involvement approved by the State, 		
Mitigation	<p>Mitigation will be considered in the following circumstances:</p> <ul style="list-style-type: none"> Prisoners listed on the TOMS Report <i>Offenders Not Working - Facility</i> under the categories of aged, disabled, new intake - not eligible to work, punishment, sick/hospital (long term), will be excluded from the sample. Prisoners can be authorised to be away from the work place for specified periods. This can apply in instances such as, but not limited to, medical appointments (internal and external), court appearances, magistrate's hearings, sickness (SIC), visits, etc which reduces the 30 hours to 20 hours. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources	<p>Data Sources include, but not limited to:</p> <ul style="list-style-type: none"> AIPR reports; TOMS; STEPS; and Attendance sheets. 		

Measure 11 - Revised Performance Linked Fee Standard

66% achievement	= 35% of the available fee
70% achievement	= 50% of the available fee
75% achievement	= 60% of the available fee
85% achievement	= 85% of the available fee
90% achievement	= 90% of the available fee
Greater than 90% achievement	= 100% of the available fee


 Mr P Mahoney
 Serco
 August 2009


 Mr A Beck
 Serco
 August 2009


 Mr B Lawrence
 DCS
 31 August 2009

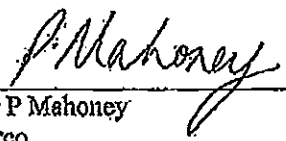
Measure 12


Performance Measure	"The percentage of the Aboriginal prisoner population at Acacia who have received Aboriginal specific health education."	Schedule 5	Performance Measure 12
Definition	<p><i>Aboriginal Prisoner:</i> Means a prisoner at the Prison who is classified as "Aboriginal" on the Departmental Systems i.e. TOMS</p> <p><i>Health Education:</i> Includes group educational sessions, or one-on-one sessions, on matters such as hygiene, heart disease, diabetes, diet etc.</p>		
Mitigation	<p>Mitigation will be considered in the following circumstances:</p> <ul style="list-style-type: none"> Prisoners refusal to be involved in health education and where a waiver signed by the prisoner is provided; and Where the prisoner has not been resident at Acacia Prison for at least six months. <p>Any other claims of mitigation will be assessed as necessary.</p>		
Data Sources.	<p>Data Sources include, but are not limited to:</p> <ul style="list-style-type: none"> TOMS Prisoner Scheduling; Health Records; ECHO; and Indigenous health worker records. 		

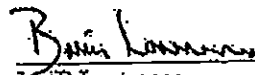
Measure 12 - Revised Performance Linked Fee Standard

800 - 900

>90%	= 100% of available fee.
>85 - 90%	= 80% of available fee
>75 - 85%	= 70% of available fee
Less than or equal to 75%	= 0% of the available fee


 Mr P Mahoney
 Seroo
 August 2009


 Mr A Beck
 Seroo
 August 2009


 Mr B Lawrence
 DCS
 31 August 2009

Schedule 3
Staffing Deployment Chart

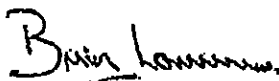
Agreed Staffing for PLF 5 with effect from 1 July 2009


MONDAY TO SUNDAY Population - 875 to 900

Location	Monday to Thursday	Friday	Saturday & Sunday
Assisted Care	2	2	2
India	4	4	4
Jules	4	4	4
Kilo	4	4	4
Lima	4	4	4
Mike	4	4	4
November	3	3	3
Gym Including Oval	0	0	0
Ground Patrol	2	2	2
Central	1	1	1
Medical	2	2	2
Detention Unit (if occupied)	2	2	2
Crisis Care	0	0	0
Main Gate	2	2	2
Sally Port	0	0	0
Prisoner Reception	2	2	2
Master Control	2	2	2
Visits	0	6	6
Prosecutor	0	0	0
Industries Including Q2	0	0	0
Canine Officer	0	0	0
Induction	0	0	0
Quebec Kitchen	1	1	1
Oscar Block	0	0	0
Total	39	46	46
Nights	8	8	8

Where the performance measure staffing level is reached in the accommodation units all case management work will be outsourced.

For night management refer to night risk assessment.


B. Lawrence
Contract manager


A. Beck
Director Acacia Prison