

AMERICAN CORRECTIONAL ASSOCIATION
PRISON RAPE ELIMINATION ACT COMPLIANCE AUDIT CONTRACT

THIS CONTRACT is made by and between the **American Correctional Association**, hereinafter referred to as the "Association," and the undersigned, **Board of Directors**, hereinafter referred to as the "Agency."

WITNESSETH:

The Agency and the Association shall comply with the requirements set forth in the PREA auditing standards (28 C.F.R. §§115.401-05).

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:

- a. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek compliance for the following specified agencies, facilities or programs:

Board of Directors

Weber County Correctional Facility

- b. Maintenance of Documentation and Information. Any and all of the documentation (including electronic documentation) required by the Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain all such documentation prior to, during, and after the on-site visit.
- c. Auditor Access. The Agency shall ensure that the Auditor have access to the facility, documentation (including electronically-stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.
- d. Posting of Auditor Contact Information. The Agency shall ensure that auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units of the facility to be audited, for the six-week period prior to the on-site visit.
- e. External Advocacy Organizations. The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. § 115.401(o).
- f. Access to External Investigative Personnel. The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National Standards to the Auditor.
- g. Publication of Audit Report. The Agency shall publish the final audit reports on the Agency website within 14 days of receipt of the reports.
- h. Retaliation Safeguards. The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed or will file a complaint, or has participated in any other manner in the conduct of the Audit.

The Agency agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation the National Standards or this Contract and take corrective action identified through such investigations.

- i. Mandatory and Discretionary Reporting Information. The Agency shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction, and the Agency shall provide such information to the Auditor prior to the on-site visit. The Agency shall also inform the Auditor contact information for the entity or entities that may legally accept any discretionary or mandatory reporting.
- j. Primary Points of Contact. The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the agency and the facility (e.g., mental health care, investigations, and housing classification).
- k. Standard Contract Provisions.
 - (a) Conflict with PREA Standards. If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

2. The Association:

- a. Designated Auditor. The Association shall appoint all auditors based upon their experience and demonstrated knowledge. In instances where more than one auditor is necessary, there shall be one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA auditing standards.
- b. Prohibition on Additional Compensation. The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.
- c. Auditor Responsibility and Authority. The Auditor shall have the responsibility and authority to independently observe, assess, review, and report on the Agency's implementation and compliance with the PREA Standards. In order to accurately assess compliance at the facility, the Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, correctional staff, and contractors; individually interview a sample of inmates; review a sampling of videotapes from housing units; and conduct detailed reviews of inmate records and other pertinent documents and reports. The Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions. The Auditor shall be responsible for independently verifying representations from the Agency regarding facility compliance.
- d. Auditing Schedule. The Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.
- e. Public Statements. Except as required or authorized by the PREA auditing standards; federal, state, or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements – including, but not limited to, statements to the press, conference presentations, lectures, or articles – with regard to: the status of the Agency's compliance or noncompliance with the PREA Standards, or any act or omission of the Agency or its agents, representatives or employees.
- f. Testimony. Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency's compliance or noncompliance with the National Standards; or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully

compelled to provide such information, the Auditor shall promptly notify the Agency.

- g. Conflict of Interest. The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three-year period prior to the audit, or during the three-year period subsequent to the audit.
- h. Removal of the Auditor from Audit. The Auditor may be terminated if the Agency and the Association agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the Auditor's fitness to continue serving as the Auditor.
- i. Audit Report Delivery. The Auditor shall provide the audit report to the Agency head and the facility superintendent within 30 calendar days of the conclusion of the auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.
- j. Corrective Action Process. If the audit report indicates that corrective action is required, the Auditor and the Agency shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the auditor shall review and comment upon, deliverables provided to the auditor pursuant to the corrective action timeline. Prior to the conclusion of the 180-day corrective action period, the Auditor shall issue his or her final report.

3. Payment and Fees

- a. The Agency hereby covenants and agrees to pay an Audit fee in the amount of **\$6,000.00** payable without deduction or refund as stipulated in the following schedule:
- b. In consideration of preparation, planning and activating the reaccreditation process for the herein named agency, facility or program which involves staff time and other expenses, 50% of the total reaccreditation fee **\$3,000.00** shall be payable within 30 days from the commencement of the facility audit.
- c. In consideration of completion of the standards compliance audit, the remaining 50% of the total reaccreditation fee **\$3,000.00** shall be due 30 days after completion of the final report.
- d. The Agency hereby agrees to pay in addition to the reaccreditation fee provided for in paragraph 3, **Auditor Cost plus 25%** for any re-visit of facility during the corrective action period to verify required minimum levels of compliance with standards found in non-compliance at the time of the standards compliance audit.

4. Termination of Contract

- a. The Agency may terminate this Contract upon 30 days written notice to the Association. This Contract shall be effective upon signing by the second party. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.

The agency agrees to pay an audit re-scheduling fee of \$1,500 if the postponement of a scheduled audit is not completed at least 90 days prior to the scheduled audit. This postponement fee covers auditor rebooking fees and administrative costs.

- b. All audit, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and all fees paid are non-refundable.

6. This Contract shall be governed in all respects by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

Weber County Sheriff's Office.

By: _____

Title: _____

Date: _____

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

Please send invoice to:

Name: _____

Facility: _____

Address: _____

Telephone Number: _____

Email: _____

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

Attention: Christina Randolph

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Froerer voted _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor