

220923LA-10763652-ACI-ACC

AMERICAN CORRECTIONAL ASSOCIATION

ACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the Louisiana Department of Public Safety and Corrections, hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Standards for Adult Correctional Institutions, fifth edition, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Adult Correctional Institutions, throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

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

1. The Agency:
 - a. Accepts the standards and criteria for accreditation, including subsequent modifications or amendments thereto;
 - b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek accreditation for the following specified agencies, facilities or programs:

Allen Correctional Center
 - c. Will adhere to the policies and procedures of the Commission and the Association with reference to the accreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
 - d. Will strive at all times to achieve and/or maintain the accreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:
 - a. Use only standards approved by the American Correctional Association in the accreditation process, making judgments of compliance based on written documentation, visual confirmation or both;
 - b. Provide information on the accreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
 - c. Conduct an orientation to the accreditation program and process, if requested, at the Agency's expense;
 - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the accreditation process;
 - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
 - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
 - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
 - h. Provide to the agency, facility or program if awarded accreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
 - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay an accreditation fee in the amount of \$14,400.00 payable without deduction or refund as stipulated in the following schedule:
 - a. In consideration of preparation, planning and activating the accreditation process for the herein named agency, facility or program which involves staff time and other expenses, 50% of the total accreditation fee \$7,200.00 shall be payable within 30 days from the commencement of this contract.
 - b. In consideration of completion of the standards compliance audit, the remaining 50% of the total accreditation fee \$7,200.00 shall be due 30 days after completion of the audit. The total fee has to be paid in full to receive certificate of accreditation.
 - c. This accreditation fee includes attendance before the Commission panel hearing for one person. This includes conference registration, round trip superseaver airfare, airport or hotel parking, two nights lodging (not to exceed the lowest, single ACA rate for the headquarter hotel), per diem of \$40.00 per day, \$8.00 for breakfast, \$12.00 for lunch and \$20.00 for dinner (up to 2.5 days), and miscellaneous expenses totaling \$25.00.
4. The Agency hereby agrees to pay in addition to the accreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit necessary to verify required minimum levels of compliance with

standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.

5. The Agency agrees to pay, in addition to the other accreditation fees provided herein, for the cost of field consultation services to the facility or program, which are requested in writing by the agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.

6. a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after accreditation is granted or the Contract is terminated pursuant to subparagraph b).

- b. The Agency may terminate this Contract upon 30 days written notice to the Association. 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.

- c. All accreditation, 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.

7. This Contract shall be governed in all respects by the laws of the State of Louisiana.

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:

Allen Correctional Center

By: Keith A. Cooley

Title: WARDEN

Date: 8/17/2022

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: [Signature]

Title: Executive Director

Date: 9/23/2022

For the:

Department of Corrections

By: Thomas Buchanan, III

Under secretary

Date: 9/1/22

Please send invoice to:

Name: Kim Lavoie
Facility: Allen Correctional Center
Address: 3751 Lauderdale Woodyard Rd
Ginder, LA 70648
Telephone Number: 337-639-2981
Email: Kim.Lavoie@la.gov

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



**American Correctional
Association**

206 North Washington Street., Suite 200
Alexandria, VA 22314
(703) 224-0000
Fax: (703) 224-0054
Fed ID# 13-1977456

INVOICE

Invoice Number: 12173977
Invoice Date: 9/21/2022
I.D. Number: 1020031

Bill To: Louisiana Department of Public Safety and Corrections (LADPSC)
PO Box 94304 - Capitol Station
Baton Rouge, LA 70804

Ship To: Louisiana Department of Public Safety and Corrections (LADPSC)
PO Box 94304 - Capitol Station
Baton Rouge, LA 70804

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date
1020031	.	9/21/2022	285088.00	Due within 30 Days	9/21/2022

Qty Ordered	Qty Shipped	Description					Unit Price	Extended Price
1	1	REACC - ReAccreditation Fee for Allen Correctional Center (LADPSC) 220923LA-10763652-ACI-ACC - First Half					7,200.00	7,200.00
Item Total		Freight	Handling	Tax	Restocking / Cancellation Fee	Invoice Total	Amount Received	Amount Due
7,200.00						7,200.00		7,200.00



Please include the invoice # with your payment.

All ACH Remittance must be sent to ar@aca.org

Sold To:

American Correctional Association
206 North Washington Street., Suite 200
Alexandria, VA 22314
(703) 224-0000
Fax: (703) 224-0054
Fed ID# 13-1977456

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