

AMERICAN CORRECTIONAL ASSOCIATION

REACCREDITATION 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, fourth edition, and the 2014 Standards Supplement, 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 reaccreditation, 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 reaccreditation for the following specified agencies, facilities or programs:

Avoyelles Correctional Center
 - c. Will adhere to the policies and procedures of the Commission and the Association with reference to the reaccreditation 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 reaccreditation 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 reaccreditation process, making judgments of compliance based on written documentation, visual confirmation, or both;
- b. Provide information on the reaccreditation 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 reaccreditation 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 reaccreditation 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 reaccreditation, 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 a reaccreditation fee in the amount of **\$13,650.00** payable without deduction or refund as stipulated in the following schedule:

- a. 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 **\$6,825.00** 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 reaccreditation fee **\$6,825.00** shall be due 30 days after completion of the audit. **The total fee must be paid in full to receive your certificate of accreditation.**
- c. This accreditation fee includes attendance before the Commission panel hearing for one person. This includes conference registration, round trip supersaver 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 reaccreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit 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 reaccreditation fees provided herein, for the actual cost of field consultation services to the facility/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 reaccreditation 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 reaccreditation, 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:

Avoyelles Correctional Center

By: 

Title: Warden

Date: 5-11-16

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

For the:

Department of Public Safety
& Corrections

By: 

Thomas C. Bickham, III

Title: Undersecretary

Date: 6-1-2016

Please send invoice to:

Name: Mark Monroe

Facility: Avoyelles Correctional Center

Address: 11630 Prison Road

Cottonport, LA 71327

Telephone Number: 318-876-4209

Email: mmonroe@corrections.state.la.us

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



Please complete a separate summary for each agency or facility and return to the ACA.

Name of Agency/Facility: Avoyelles Correctional Center
Physical Address: 1630 Prison Road Cottonport, LA 71327
Mailing Address (if different from above): _____
Primary Facility Telephone Number: 318-876-2891
Governing Authority or Parent Agency: Department of Public Safety & Corrections
Standards manual that will be used to obtain accreditation: ACT 4th Edition 2014 Standards Supplement
Accreditation Status: Initial ☐ ☒ Reaccreditation
Date of last accreditation (if applicable): Jan. 2014

Airport Preference (Please list one or two airports that you would like the audit team to fly in to or out of.)

1st Preference: (AEX) Alexandria International Airport
Distance from the facility: 57 Miles
2nd Preference: (BTR) Baton Rouge Metropolitan Airport
Distance from the facility: 86 Miles

State the mission of the agency or facility (attach additional pages if necessary):

AVOYELLES CORRECTIONAL CENTER	POLICY AND PROCEDURE: 00-00-001
SUBJECT: MISSION STATEMENT / GOAL FORMULATION	EFFECTIVE DATE: 7/30/2015

ACA/DOC REF:

ACA Standards 4-4002, 4-4003, and Department Regulation A-02-001 "Employee Manual".

PURPOSE:

To establish a written document that delineates the mission of Avoyelles Correctional Center (AVC) within the context of the total correctional system and to provide for the formulation of facility goals and objectives on an annual basis.

APPLICABILITY:

This policy applies to all AVC employees.

POLICY:

It is the policy of AVC to adopt and embrace the mission statement of the Louisiana Department of Public Safety and Corrections and to develop measurable goals and objectives each fiscal year.

PROCEDURES:

I. MISSION STATEMENT

The mission of AVC is to enhance public safety through the safe and secure incarceration of offenders, effective probation/parole supervision, and proven rehabilitative strategies that successfully reintegrate offenders into society, as well as to assist individuals and communities victimized by crime. Goals and priorities are built around the AVC's commitment to public safety and rehabilitation and serves to guide our performance in carrying out our mission for adult male offenders sentenced to the custody of the Louisiana Department of Public Safety and Corrections. This is accomplished through the following goals and priorities:

A. STAFF AND OFFENDER SAFETY

Provide for the safety of staff and offenders by maintaining an organized and disciplined system of operations which enhance the stability of all programs. All employees are provided training on the principles of the Code of Ethics of the American Correctional Association to demonstrate our commitment to professional and compassionate service.

B. PROVISIONS OF BASIC SERVICES

Provide basic services relating to adequate food, clothing and shelter. We are further committed to delivering cost effective, quality health care services that maintain basic health and quality mental health services to contribute to the offenders' satisfactory prison adjustment, and to diminish public risk presented by offenders upon release.

C. OPPORTUNITY FOR CHANGE

AVOUELLES CORRECTIONAL CENTER	POLICY AND PROCEDURE: 00-00-001
SUBJECT: MISSION STATEMENT / GOAL FORMULATION	EFFECTIVE DATE: 7/30/2015

We promote moral rehabilitation through program participation and will provide an environment for offenders which enable positive behavior change. This will be accomplished by making or identifying educational and rehabilitative opportunities available within the institution or in the community for offenders under supervision, who demonstrate motivation for change and the desire to participate in such programs.

D. OPPORTUNITIES FOR MAKING AMENDS

Through the availability of opportunities for making restitution and participating in community restorative initiatives, offenders will be provided a mechanism to compensate individuals and communities harmed by crime.

E. REENTRY

We are committed to developing partnerships throughout our communities to include victims, relevant groups and public and private agencies. We recognize the importance of the role to the community, the victim and the offender in a successful criminal justice system. By using evidence-based practices, we will increase compliance with conditions of parole supervision and the ability of the offenders to reintegrate, which will result in safety reducing recidivism among Louisiana parolees and probationers.

II. GOALS AND OBJECTIVES

- A. Prior to the beginning of each fiscal year, the Warden will solicit a list of measurable goals and objectives from department heads.
- B. Selected goals and objectives will then be translated into measurable goals and objectives by the persons responsible for them for the fiscal year.
- C. The Warden or his designee will meet with the persons responsible on an as needed basis to evaluate their progress and to provide technical assistance in helping them meet their stated goals and objectives.
- D. At the end of each fiscal year, the progress/success/failure in meeting stated goals and objectives will be summarized and made part of the C-05-001 Annual Report.

Nathan B. Cain II
Warden

AVOYELLES CORRECTIONAL CENTER
SUBJECT: MISSION STATEMENT / GOAL
FORMULATION

POLICY AND PROCEDURE: 00-00-001
EFFECTIVE DATE: 7/30/2015