



**COUNTY COMMISSION
BALDWIN COUNTY**

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Kristen M. Rawson
Assistant Administrative Services Manager
Kristen.rawson@baldwincountyal.gov
(251) 580-1696

June 1, 2022

Mr. Robert B. Latham
DOJ Certified PREA Auditor
677 Idlewild Circle
Birmingham, Alabama 35205

RE: Latham Corrections Consulting - Agreement for Prison Rape Elimination Act (PREA) Auditing Services for Baldwin County Juvenile Detention Center

Dear Mr. Latham:

Please find **enclosed a fully executed copy** of the *Agreement* between the Baldwin County Commission and you, as Prison Rape Elimination Act (PREA) Designated Auditor, for the provision of PREA auditing services for the Baldwin County Juvenile Detention Center in the total amount of \$5,000.00. Term of agreement commenced on May 22, 2022, and terminates on August 1, 2022, unless there is a need for corrective action(s), therefore 180 days after said date or the deliverance of the final report.

If you have any questions or need further assistance, please do not hesitate to contact Ronald Ballard, JDC Director, at (251) 937-0264.

Sincerely,

KRISTEN M. RAWSON
Assistant Administrative Services Manager
Baldwin County Commission

KMR/jb Item BO1

ENCLOSURE(S)

Latham Corrections Consulting
PREA Audit Contract



This document is a contract between the Designated Auditor, Robert B. Latham, and the Facility to be audited, Baldwin County Juvenile Detention Center, for the purposes of an audit under the Prison Rape Elimination Act Juvenile Facility Standards, in compliance with the requirements of the PREA auditing standards (28 C.F.R. § 115.401-05). The audit will be conducted using the PREA Online Audit System (OAS).

I. Definitions

- A. Audit - All steps taken to determine compliance with the PREA Standards, including the Pre-Audit Document Review, on-site audit, possible corrective action period and completion of the final audit report.
- B. Facility - Baldwin County Juvenile Detention Center
- C. PREA Resource Center - The National PREA Resource Center, its representatives and employees.
- D. PREA Standards - The Prison Rape Elimination Act Standards for Juvenile Facilities.
- E. PREA Online Audit System (OAS) - An online interface for Department of Justice-certified PREA auditors and confinement facilities staff in the United States to complete audits on compliance with the Department of Justice's National PREA standards.

II. PREA Auditing Standards

The Designated Auditor, Robert B. Latham, and the Facility, Baldwin County Juvenile Detention Center, shall comply with the requirements of the PREA auditing standards (28 C.F.R. § 115.401-05).

III. Auditor

- A. Designated Auditor. For purposes of this contract the Designated Auditor is Robert B. Latham. For the remainder of this contract the Designated Auditor will be referred to as the Auditor.
- B. Auditor Fees. \$5000. The fee is inclusive of all expenses.
- C. Fee Schedule. The audit fee is due 45 days after the on-site portion of the audit.

- D. Prohibition on Additional Compensation. The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.
- E. Auditor Responsibility and Authority. The Auditor shall have the responsibility and authority to independently observe, assess, review, and report on the Facility's implementation and compliance with the Prison Rape Elimination Act Juvenile Facility Standards. In order to accurately assess compliance at the Facility the Auditor shall: conduct an on-site inspection, observe programs and activities; interview administrators, professional staff, correctional staff and contractors; interview residents, review a sample of video recordings; and conduct detailed reviews of resident records and other related documents and reports. The Auditor will assess day-to-day operations and conditions at the Facility.
- F. 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.
- 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. Termination of the Auditor. The Auditor may be terminated if the Facility and the Department of Justice 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's PREA Coordinator within 45 calendar days of the conclusion of the on-site audit. 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, the Agency's PREA Coordinator, and Facility shall work jointly to develop corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific remedial measures the Facility shall take to achieve compliance within a 180-day corrective action period. The Facility shall deliver, and the Auditor shall review and comment upon deliverables provided to the Auditor pursuant to the

corrective action timeline. The Auditor shall issue his report at the conclusion of the 180-day corrective actions period, or earlier if compliance has been achieved before the end of the corrective action period. Under no circumstances shall the final report be issued more than 180 days from the original due date.

IV. **The Facility**

- A. **Tentative Audit Timeline.** The Facility and the Auditor tentatively agree the on-site visit for the audit will commence on June 9-10, 2022.
- B. **OAS Audit Initiation Process.** A requestor (agency- or facility-based administrative staff person or auditor) completes and submits the Audit Initiation Form.

Once the Audit Initiation Form has been submitted, a PREA OAS administrator will email Supervisor Confirmation Form(s) to the supervisor(s) indicated on the Audit Initiation Form. Each supervisor must complete and submit their Supervisor Confirmation Form.

Once the Supervisor Confirmation Form has been submitted, a PREA OAS administrator will call the supervisor to verify the information provided on the form.

After the verification process is complete, a PREA OAS administrator will set up the audit in the OAS and users will be granted access to the OAS. All users will receive emails from the OAS indicating that an audit has been initiated and that their account has been set-up.

- C. **Auditor Access.** The Facility shall ensure that the Auditor will have access to the facility, documentation (including electronically- stored information), personnel, and residents, consistent with the auditing standards, until the issuance of the final report.
- D. **Posting of Auditor Contact Information.** The Facility shall ensure the Auditor's contact information, that will be provided by the Auditor, together with a statement of confidentiality, shall be conspicuously displayed in all resident housing units of the Facility to be audited, for the six-week period prior to the on-site visit. The information should be printed on bright, colored paper.
- E. **External Advocacy Organizations.** The Facility 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 obligations under 28 C.F.R. § 115.401(o).

- F. Access to External Investigative Personnel. The Facility shall make best efforts to obtain and to provide, to the Auditor, information, and personnel from external investigative entities relevant to the PREA Standards.
- G. Publication of Audit Report. The Facility shall publish the final audit report on the Facility's website within 14 days of receipt of the report.
- H. Retaliation Safeguards. The Facility 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 Facility agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of the National Standards or this Contract and take corrective action identified through such investigations.
- I. Mandatory and Discretionary Reporting Information. The Facility shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of resident abuse in the relevant jurisdiction, and the Facility shall provide such information to the Auditor prior to the on-site visit. The Facility shall also inform the Auditor contact information for the entity or entities that may legally accept any discretionary or mandatory reporting. In the absence of direction on state law, the Auditor will be considered a mandatory child abuse reporter and report any notifications of abuse to the relevant state or local entity.
- J. Primary Points of Contact. The Facility shall provide the Auditor with a list of primary points of contact with respect to staff of all relevant disciplines within the Facility (e.g., mental health care, investigations, and housing classification).

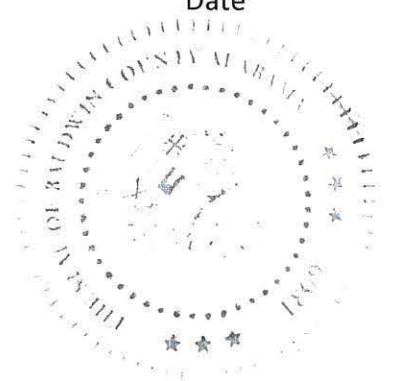
V. Standard Contract Provisions

- 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.
- B. Termination. This contract shall terminate on a showing of good cause as indicated in Termination of the Auditor section or at the conclusion of services as agreed upon by the parties.

- C. Appeals. The Facility may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the Auditor's final determination. If the Department determines that the Facility has stated good cause for a re-evaluation, the Facility may commission a re-audit by an auditor mutually agreed upon by the Department and the Facility. The Facility shall bear the costs of this re-audit. Any time spent by the original auditor in resolving the appeal shall be paid by the Facility unless the re-audit finds for the Facility in each case.
- D. HIPAA Compliance. The Auditor warrants to the Facility that he is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of providing services under this Agreement. The Auditor warrants that he will cooperate with the Facility in the course of the performance of services under this Agreement so that both parties will be in compliance with HIPAA, including cooperation and coordination with federal and state privacy officials and other compliance officers as required by HIPAA and HIPAA regulations. The Auditor agrees not to use or disclose any Personal Health Information concerning a resident referred by the Facility, other than as permitted by this Agreement, HIPAA and or applicable federal and state regulations. The Auditor will sign any documents that are reasonably necessary to keep the Facility and the Auditor in compliance with HIPAA, including, but not limited to, business associate agreements.
- E. Non-Discrimination Provisions and Requirements. The Facility and the Auditor shall be complaint with the Americans Disabilities Act of 1990.
- F. Security. Auditor has experience in working in correctional facilities and understands the sensitive nature of the facility and agrees to ensure all of its employees, agents, and subcontractors have been briefed to follow the security protocol consistent with the correctional setting.
- G. Independent Contractor. Auditor is an independent contractor retained by the Facility solely for the purpose of providing the services and work under this Contract. Auditor agrees that there is no employer/employee relationship or agency relationship between the parties and as such, Auditor shall not be entitled to any employee benefits, including but not limited to retirement benefits, health insurance coverage or other insurance coverage as a result of the services and work performed under this Contract. Auditor agrees that Auditor is solely responsible for payment of any and all taxes Auditor may incur as a result of this Contract. The Facility shall not be responsible for deducting and paying Social Security taxes, Unemployment taxes, or withholding Federal income taxes.

- H. Employment Practices. Auditor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- I. Maintenance of Records. Auditor shall maintain documentation for all charges against Facility. The books, records, and documents of the Auditor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by Facility or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.
- J. Licenses and Certifications. Auditor shall secure and maintain all necessary business and professional licenses at its sole expense.
- K. Negotiated Terms. This Contract has been fully reviewed and negotiated by the parties. Accordingly, in interpreting this Contract, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

<u>James E. Ball</u> Name (Print)	<u>[Signature]</u> Signature	<u>Chairman</u> Title	<u>05/17/2022</u> Date
<u>Ronald J. Cink</u> Name (Print)	<u>[Signature]</u> Signature	<u>Budget Director</u> Title	<u>05/17/2022</u> Date
<u>Robert B. Latham</u> Name (Print)	<u>Robert B. Latham</u> Signature	<u>DOJ Certified PREA Auditor</u> Title	<u>5/22/2022</u> Date



Attachment 1.

28 C.F.R. § 115.401 Frequency and scope of audits.

- (a) During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
- (b) During each one-year period starting on August 20, 2013, the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
- (c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
- (d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
- (e) The agency shall bear the burden of demonstrating compliance with the standards.
- (f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
- (g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
- (h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
- (i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
- (j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
- (k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
- (l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watch tour) that may be relevant to the provisions being audited.
- (m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.

(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.

(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

28 C.F.R. § 115.402 Auditor qualifications.

(a) An audit shall be conducted by:

(1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government);

(2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or

(3) Other outside individuals with relevant experience.

(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.

(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.

(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.

28 C.F.R. § 115.403 Audit contents and findings.

(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.

(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.

(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.

(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.

(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.

(f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.

28 C.F.R. § 115.404 Audit corrective action plan.

(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.

(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.

(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.

(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.

(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.

28 C.F.R. § 115.405 Audit appeals.

(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.

(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.

(c) The findings of the re-audit shall be considered final.