

## CONTRACT

**Robert Lanier, BS, MA**  
**DBA DIVERSIFIED CORRECTIONAL SERVICES, LLC**  
**1825 Donald James Road**  
**Blackshear, Georgia 31516**

AND

### **EFFINGHAM COUNTY BOARD OF COMMISSIONERS/EFFINGHAM COUNTY CORRECTIONAL FACILITY**

This Contractor Agreement is made and entered into as of the 15<sup>th</sup> day of Feb, 2024, by and between the Board of Commissioners of Effingham County for the Effingham County Prison (hereinafter referred to as Agency) and Robert Lanier of 1825 Donald James Road, Blackshear, Georgia DBA Diversified Correctional Services, LLC. (hereinafter referred to as Contractor).

WHEREAS the Agency is desirous of entering into a contracting service agreement with Contractor for the purposes of providing auditing services, as hereinafter described as (Agreement), and the Agency is willing to enter into such an Agreement.

NOW THEREFORE, in consideration of the services to be provided by Contractor and the payments to be made by Agency, as hereinafter set forth, the parties hereto do mutually agree as follows:

The Contractor and Agency agree to comply with the following Prison Rape Elimination Act (PREA) Auditing Standards 28 C.F.R. 115.401-05.

**I. Diversified Correctional Services agrees to the following:**

- A. **Certified Auditor.** Auditors will be certified in conducting PREA audits of adult prisons, jails, lock-ups and community confinement facilities. The Auditor may be employed by an organization or be an individual contractor partner with other auditors or staff. However, there shall be one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA auditing standards. The proposed auditor will be Mable Wheeler.. In the event Ms. Wheeler is unable, for unforeseen reasons, to conduct the audit, Diversified Correctional Services, LLC will provide another Certified Auditor in order to meet dates mutually agreed upon by both parties.
- B. **Auditor Staff.** The PRC allows the Certified Auditor to utilize assistants, as needed, to conduct the audit. Assistants must be qualified to perform those duties, as determined by the Certified Auditor. Assistants, if any, will work under the supervision of the Certified Auditor and will comply with all rules and regulations of the facility.

- C. **Auditor Expenses.** The auditor shall be responsible for all expenses incurred in conducting the audit, including travel, lodging and meals. In the event that additional trips have to be made following the on-site audit to assist the facility/program come into compliance with any identified major non-compliance areas the Agency shall bear all reasonable fees and expenses the Auditor may incur, including air fare, lodging, meals, rental car and reasonable fees.
- D. **Auditor Fees and Expenses.** The Auditor's fees for conducting PREA Audits of The Effingham County Correctional Institution: Three Thousand Seven Hundred Twenty-Five Dollars and 00/100 (\$3,725.00.) The Auditor/Diversified Correctional Services, LLC, shall be compensated by way of a one-time payment within 30 days of issuing the final report and upon acceptance of the final report by the Agency, this Agreement shall end.
- E. **Prohibition on Additional Compensation.** The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.
- F. **Ex Parte Communication.** The Auditor shall be permitted to initiate and receive *ex parte* communications with the community stakeholders, the PREA Resource Center, the Department of Justice, facility staff, residents, and other interested parties.
- G. **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 National 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, facility staff, and contractors; individually interview a sample of inmates; and conduct detailed reviews of resident 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.
- H. **Delivery of Contract to PRC.** Upon finalization, the Auditor shall provide a copy of this Contract to the PREA Resource Center for purposes of tracking Auditor activity if requested.
- I. **Auditing On-Site 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.
- J. **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.
- K. **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.

- L. **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.
- M. **Auditor Independence.** Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditor's activities, reports, findings, or recommendations.
- N. **Termination of the Auditor.** The Auditor may be terminated if the Agency 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.
- O. **Audit Report Delivery.** The Auditor shall provide the preliminary audit report to the Agency PREA Coordinator and the facility Director 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.
- P. **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 and, if subsequent visits are necessary in order to confirm compliance, the Auditor shall travel to the site promptly, in order to confirm compliance with the applicable standard(s). Prior to the conclusion of the 180-day corrective action period, the Auditor shall issue his or her final report.

**II. The Agency/Facility/Program agrees to the following.**

- A. **Audit Timelines.** The Parties agree that the required audit activities will occur during the time line to be determined and agreed upon by the Agency and Contractor:
  - (a) **Pre-Audit:** Post Notice of Upcoming Audit (*Post notice at facility/program with auditor's contact information 60 days prior to the audit for confidential communication*).
  - (b) **Forty-five to thirty-days prior to the on-site audit date:** (*The facility/program will complete the DOJ Online Pre-Audit Questionnaire for Prisons. If the online questionnaire is not available, the facility/program will label the required information by standard and*

*requirement- example: 115.311 (a) – 1 and upload files on removable drive and overnight to Auditor)*

<b>Facility/Program</b>	<b>Beds</b>	<b>Address</b>	<b>Post Audit Notice</b>	<b>DOJ-PRE Audit Questionnaire (Send to Auditor)</b>	<b>On-Site Visit</b>
<b>EFFINGHAM COUNTY CORRECTIONAL FACILITY</b>	256 +/-		TBD	TBD	MARCH 19-20, 2024

**(c) On-Site Audit Date and Facility/Program Name:** *(The facility/program will schedule an Introduction Conference, Facility/Program Tour, Schedule Staff and Inmate Interviews, and Exist conference).*

- B. Maintenance of Documentation and Information.** Any and all of the documentation (including electronic documentation) required by the National Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain (via copy or scan) all such documentation prior to, during, and after the on-site visit.
- C. Auditor Access.** The Agency shall ensure that the Auditor has 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 Agency shall ensure that auditor 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.
- 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. Auditor Workspace and Electronics.** During any on-site visit, the Agency shall provide the Auditor with a reasonably private workspace, and shall permit the Auditor to maintain a laptop computer and mobile telephone within that workspace. Internet connectivity will speed the audit process.
- H. Publication of Audit Report.** The Agency shall publish the final audit reports on the Agency website within 14 days of receipt of the reports.

- I. **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 of the National Standards or this Contract and take corrective action identified through such investigations.
- J. **Mandatory and Discretionary Reporting Information.** The Agency 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 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. 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.
- K. **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).

III. **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 Section II. (n) Or at the conclusion of services as agreed upon by the parties.
- C. **Appeals:** The 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. 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. Any time spent by the original auditor in resolving the appeal shall be paid by the agency unless the re-audit finds for the agency in each case.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first entered above, for themselves, their heirs, and assigns.

Signed:

Date:

1/9/2024

For the Auditor:



Robert Lanier, MA, President

**ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

BY: \_\_\_\_\_ (Seal)  
Wesley Corbitt  
Chairman

ATTEST: \_\_\_\_\_ (Seal)  
Stephanie Johnson  
Effingham County Clerk