

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 1 of 2	ORDER DATE 09/15/21
BUSINESS UNIT 46020183	BUYER KATE SEVERIN (DCS)
VENDOR NUMBER: 507934	
VENDOR ADDRESS: AMERICAN CORRECTIONAL ASSOCIATION 206 N WASHINGTON ST STE 200 ALEXANDRIA VA 22314-2528	

CONTRACT NUMBER
96908 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 15, 2021 THROUGH DECEMBER 31, 2026

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 109929 O8

Contract to supply and deliver ACA Accreditation from September 15, 2021 through December 31, 2026. The contract may be renewed for one (1) additional six (6) year period when mutually agreeable to the vendor and the State of Nebraska Department of Correctional Services.

Vendor Contact: James A. Gondles, Executive Director
Phone: 703-224-0070
Email: jgsher79@gmail.com
or David Haasenritter: DavidH@aca.org

Invoices to: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

E-mail to: DCS.AccountsPayable@nebraska.gov
Accounts Payable Contact (402) 479-5715

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	NSP ACCREDITATION 2021 2021 -2024	11,800.0000	\$	1.0000	11,800.00
2	CENTRAL OFFICE ACCRED 2021 2021 -2024	11,800.0000	\$	1.0000	11,800.00
3	STAFF TRAINING ACCRED 2021 2021 -2024	9,700.0000	\$	1.0000	9,700.00
4	WEC ACCREDITATION 2021 2021 -2024	9,700.0000	\$	1.0000	9,700.00
5	TSCI ACCREDITATION 2021	14,400.0000	\$	1.0000	14,400.00

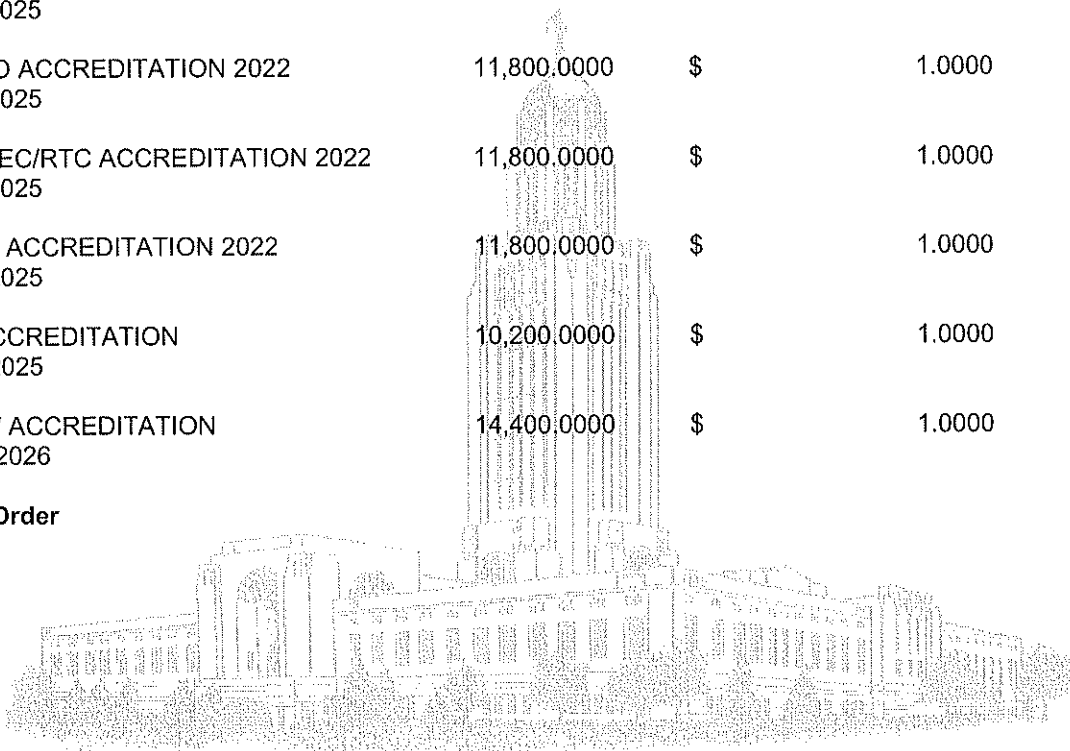

AGENCY SIGNATURE

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 2 of 2	ORDER DATE 09/15/21
BUSINESS UNIT 46020183	BUYER KATE SEVERIN (DCS)
VENDOR NUMBER: 507934	

CONTRACT NUMBER
96908 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	2021 -2024				
6	NCYF ACCREDITATION 2021 2021 -2024	14,400.0000	\$	1.0000	14,400.00
7	OCC ACCREDITATION 2022 2022-2025	11,800.0000	\$	1.0000	11,800.00
8	CCC -O ACCREDITATION 2022 2022-2025	11,800.0000	\$	1.0000	11,800.00
9	LCC/DEC/RTC ACCREDITATION 2022 2022-2025	11,800.0000	\$	1.0000	11,800.00
10	CCC-L ACCREDITATION 2022 2022-2025	11,800.0000	\$	1.0000	11,800.00
11	CSI ACCREDITATION 2022-2025	10,200.0000	\$	1.0000	10,200.00
12	NCCW ACCREDITATION 2023 -2026	14,400.0000	\$	1.0000	14,400.00
Total Order					143,600.00



INITIALS

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SERVICE CONTRACT

SERVICE CONTRACT TERMS AND CONDITIONS

The State of Nebraska (STATE), Department of Correctional Services (NDCS, AGENCY or STATE), is issuing this **Service Contract** to the **American Correctional Association (ACA or CONTRACTOR)** for the provision of **NDCS Facility Reaccreditation**.

The initial contract period will commence upon execution by the parties and continues through December 31, 2026.

The Contract includes the option to renew for one (1) additional six (6) year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

(IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. This contract will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.)

Any entity awarded a contract agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract and other documents.

The contract shall consist of the fully executed Service Contract Terms and Conditions, the Contract Addendum for Scope of Work and Deliverables, as described in II. A. General.

I. PRICES, FUNDING, PAYMENT and INSURANCE

1. PRICES

All prices, costs, and terms and conditions listed in Section V shall remain fixed and valid for the 2021 Accreditation cycle of the contract. Final pricing for the 2022 and 2023 Accreditation cycles shall be provided to NDCS at least thirty (30) days in advance of renewal period, with sufficient supporting documentation to support an increase, if requested.

2. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

3. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability.

Any property tax payable on the CONTRACTOR'S equipment which may be installed in a state-owned facility is the responsibility of the CONTRACTOR.

4. INVOICES

Invoices for payments must be submitted by CONTRACTOR to the Nebraska Department of Correctional Services (NDCS) with sufficient detail to support payment.

Invoices To: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661
(402) 479-5715
Accounts Payable Contact: DCS.AccountsPayable@nebraska.gov
Invoices may be emailed to: DCS.AccountsPayable@nebraska.gov

The terms and conditions included in the CONTRACTOR'S invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

5. PAYMENT and LATE PAYMENT (Statutory)

State will render payment to CONTRACTOR when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the CONTRACTOR as solely determined by the State. The State may require the CONTRACTOR to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the CONTRACTOR prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

The CONTRACTOR may charge NDCS (or the responsible agency, if other than NDCS) interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

Pursuant to this act, NDCS is required to submit payment to CONTRACTOR no later than 45 days after service is rendered or receipt of invoice.

6. RIGHT TO AUDIT (First Paragraph is Statutory)

The State's right to audit is based on §84-305 and the constitutional office of the State Auditor. Upon the commencement of an audit initiated by the State Auditor, or if the Agency has need to ensure the performance of a specific Contractor, the STATE has the right to:

The State shall have the right to

1. Audit the CONTRACTOR'S performance of this contract upon a 30 days' written notice.
2. CONTRACTOR shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract.
3. The State may audit and the CONTRACTOR shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later.
4. The CONTRACTOR shall make the Information available to the State at CONTRACTOR'S place of business or a location acceptable to both Parties during normal business hours. I
5. f this is not practical or the CONTRACTOR so elects, the CONTRACTOR may provide electronic or paper copies of the Information.
6. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the CONTRACTOR be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will CONTRACTOR be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to CONTRACTOR.
7. The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the CONTRACTOR, the CONTRACTOR shall reimburse the State for the total costs of the audit.
8. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The CONTRACTOR agrees to correct any material weaknesses or condition found as a result of the audit.

7. INSURANCE REQUIREMENTS

The CONTRACTOR shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The CONTRACTOR shall not commence work on the contract until the insurance is in place.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (number) four (4) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and (number) four (4) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the CONTRACTOR elects to increase the mandatory deductible amount, the CONTRACTOR shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such General CONTRACTOR will obtain and maintain insurance coverage as shown in the table below and will provide proof of same prior to execution of the contract or upon request by NDCS.

The amounts and categories below may be subject to limited negotiation on a case-by-case basis. If CONTRACTOR requests to provide insurance coverage differing from below, CONTRACTOR is to contact the NDCS Purchasing Division immediately.

GENERAL LIABILITY	
General Aggregate	\$2,000,000
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
AUTOMOBILE LIABILITY	
The Contractor will maintain all applicable statutory coverage required in the State of Nebraska and will provide proof of such upon written request.	
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence

EVIDENCE OF COVERAGE

The CONTRACTOR shall furnish the NDCS Contract Manager with a certificate of insurance coverage complying with the above requirements prior to beginning work. Certificate of insurance coverage is sent to the NDCS Buyer listed below in **Addendum; Section II, NDCS Contacts**.

These certificates or the cover sheet shall reference the Contract number. The certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

II. TERMS AND CONDITIONS

By signing the contract, CONTRACTOR is agreeing to be legally bound by all the terms and conditions.

1. GENERAL

The contract shall incorporate the following documents:

The executed Contract and Addendum to Contract, if applicable; and,
Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1)

receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, .

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

- a. If only one Party has a particular clause then that clause shall control;
- b. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- c. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

2. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

3. ETHICS IN PUBLIC CONTRACTING

NDCS reserves the right to withdraw an intent to award or award, or terminate a contract if a CONTRACTOR commits or has committed ethical violations, which include, but are not limited to:

Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the contracting process;
Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the contracting process;
Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
Submitting a proposal on behalf of another Party or entity; and
Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The CONTRACTOR shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

CONTRACTOR shall have an affirmative duty to report any violations of this clause by the CONTRACTOR throughout the term of the contract for the Contractor and their subcontractors.

4. BEGINNING OF WORK

CONTRACTOR shall not commence any billable work until a valid contract has been fully executed by both Parties to the contract. The CONTRACTOR will be notified when work may begin.

5. CHANGE ORDERS

No changes shall be implemented by the CONTRACTOR until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both

parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

6. NOTICE OF POTENTIAL CONTRACTOR BREACH

If CONTRACTOR breaches the contract or anticipates breaching the contract, the CONTRACTOR shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

7. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the CONTRACTOR, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the CONTRACTOR shall retain all available statutory remedies and protections.

8. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

9. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

10. INDEMNIFICATION

a. GENERAL

The CONTRACTOR agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the CONTRACTOR, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such CONTRACTOR liability is attenuated by any action of the State which directly and proximately contributed to the claims.

b. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

c. NE ATTORNEY GENERAL

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

11. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

12. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

13. EARLY TERMINATION

The Contract may be terminated as follows:

The State and the CONTRACTOR, by mutual written agreement, may terminate the contract at any time.

The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the CONTRACTOR. Such termination shall not relieve the CONTRACTOR of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

The State may terminate the contract immediately for the following reasons:

- a. if directed to do so by statute;
- b. CONTRACTOR has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the CONTRACTOR or of any substantial part of the CONTRACTOR'S assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its CONTRACTOR, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the CONTRACTOR under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the CONTRACTOR has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the CONTRACTOR has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the CONTRACTOR under any of the chapters of Title 11 of the United States Code;
- g. CONTRACTOR intentionally discloses confidential information;
- h. CONTRACTOR has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

III. CONTRACTOR DUTIES

1. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the CONTRACTOR is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The CONTRACTOR is solely responsible for fulfilling the contract. The CONTRACTOR or the CONTRACTOR'S representative shall be the sole point of contact regarding all contractual matters.

2. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The CONTRACTOR shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The CONTRACTOR must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

3. STATE PROPERTY

The CONTRACTOR shall be responsible for the proper care and custody of any State-owned property which is furnished for the CONTRACTOR'S use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

4. SITE RULES AND REGULATIONS

The CONTRACTOR shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the CONTRACTOR must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the CONTRACTOR.

5. NDCS SECURITY

a. CONTRACTOR'S personnel may be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site and will carry proper identification with them at all times while on facility grounds.

b. CONTRACTOR shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.

c. CONTRACTOR shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).

d. CONTRACTOR shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.

e. CONTRACTOR and his/her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.

f. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06.

6. ADVERTISING/SOCIAL MEDIA

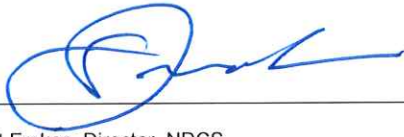
The CONTRACTOR agrees not to refer to the contract award in advertising or within his/her social media accounts in such a manner as to state or imply that the company or its services are endorsed or preferred by NDCS. Any publicity releases pertaining to the project shall not be issued without prior written approval from NDCS.

IV. LODGING, MEALS AND OTHER EXPENSES

1. LODGING ASSISTANCE

Upon request by ACA, approximately 30 days in advance of on-site audit, NDCS may assist by making local lodging reservations for ACA Audit team members. Under no circumstances will NDCS be responsible for ACA audit team members lodging costs, car rental, and/or other expenses.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and that each individual signing below has authority to legally bind the party to this contract.

CONTRACTOR SIGNATURE BELOW:	NDCS SIGNATURE BELOW:
	
James A. Gondles, Jr., Executive Director	Scott Frakes, Director, NDCS
American Correctional Association 206 N. Washington St., Suite 200 Alexandria, VA 22314	NE Department of Correctional Services PO Box 94661 Lincoln, NE 68509-4661
Phone: 703-224-0070	Phone: 402-479-5903
Email: Jgsher79@gmail.com	Email: Scott.frakes@nebraska.gov

Upon signature, the CONTRACTOR commits to maintaining all required insurance and will provide proof of such upon written request by NDCS. CONTRACTOR certifies he/she maintains a drug free workplace environment to ensure worker safety and workplace integrity. The CONTRACTOR shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment.

**NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
SERVICE CONTRACT ADDENDUM: American Correctional Association**

I. SCOPE OF WORK and WORK PLAN

The scope includes the reaccreditation process on a three-year cycle for all NDCS locations and facilities.

II. NDCS CONTACTS

Accounting Contact

Accounts Payable
NE Department of Correctional Services
P.O. Box 94661 Lincoln, NE 68509-4661
(402) 479-5715
DCS.AccountsPayable@nebraska.gov

Purchasing Contact

Assistant Materiel Administrator
NE Department of Correctional Services
P.O. Box 94661, Lincoln, NE 68509-4661
(402) 479-5718 or (402) 479-5717
DCS.Purchasing@nebraska.gov

NDCS Policy and Accreditation Coordinator

NE Department of Correctional Services
P.O. Box 94661, Lincoln, NE 68509-4661
(402) 479-5751

III. DELIVERABLES and DELIVERABLE SCHEDULE

See Attachments A-F for facility list, payment schedule and mutual responsibilities.

IV. PRICING for 2021 CYCLE

<u>Facility</u>	<u>Reaccreditation Cost 2021-2024</u> (total cost per each location for the initial three-year period)
Nebraska State Penitentiary	\$11,800
NDCS Central Office	\$11,800
Staff Training Academy	\$9,700
Work Ethic Camp	\$9,700
Tecumseh State Correctional Institution	\$14,400
Nebraska Correctional Youth Facility	\$14,400

Reaccreditation cost per facility for three-year cycle beginning in 2021 is to be paid 50% upon execution of contract with balance due upon receipt of invoice post-audit completion.

If a facility or location is required to re-audit to verify required minimum levels of compliance with expected practices and/or compliance with life-health-safety expected practices found in non-compliance at the time of the compliance audit or monitoring visit, the cost is \$4,500.

V. PRICING for NDCS FACILITIES/PROGRAMS 2022 and 2023 CYCLE

Facilities and programs whose three-year audit cycles begin in 2022 and 2023, respectively, are included in this contract under the same terms and conditions.

Facilities and anticipated costs include:

<u>Facility</u>	<u>Anticipated Reaccreditation Cost 2022-2025</u>
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(total cost per each location for the initial three-year-year period)

Omaha Correctional Center	\$11,800
Community Correctional Center – Omaha	\$11,800
Lincoln Correctional Center/DEC/RTC	\$11,800
Community Correctional Center – Lincoln	\$11,800
Cornhusker State Industries	\$10,200

Facility

Anticipated Reaccreditation Cost 2023-2026

(total cost per each location for the initial three-year-year period)

Nebraska Correctional Center for Women	\$14,400
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**NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
SUPPLEMENTAL CONTRACT INFORMATION**

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name: American Correctional Association

PO Box Address: _____

Physical Address: 206 N. Washington St. Suite 200 _____

City/State/Zip: Alexandria, VA 22314 _____

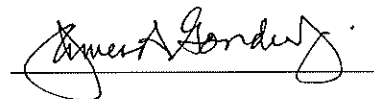
Phone Number: (703) 224 0070 _____

Name/Title of Contact: James A. Gondles Jr. _____

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services? If yes, who?		X
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS? If yes, who, how long, and in what capacity?		X
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company? If yes, who and what position?		X
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: _____ Principle Office Address: _____ Registered Agent and Office Address: _____		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

JAMES A. GONDLES, JR - EXEC. DIRECTOR
Name/Title



Attachment A - Central Office

210708NE-1053265-ACA-NCO

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 Nebraska Department of Correctional Services, 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 Administration of Correctional Agencies, second edition, and the 2016 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Administration of Correctional Agencies and the 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:

Nebraska Central Office

- 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 **\$11,800.00** 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 **\$5,900.00** 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 **\$5,900.00** 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 Nebraska.

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:

Nebraska Central Office

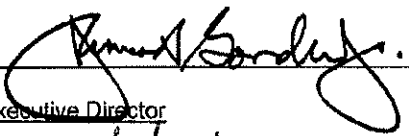
By: 

Title: Director

Date: 7/6/21

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: 

Title: Executive Director

Date: 7/7/2021

Please send invoice to:

Name: Sean Banks

Facility: NDCS Central Office

Address: P.O. Box 94661 Lincoln, Nebraska 68509

Telephone Number: (402) 479-5751

Email: Sean.Banks@nebraska.gov

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

210708NE-1053265-ACA-NSP

AMERICAN CORRECTIONAL ASSOCIATION

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WITNESSETH:

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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 Performance-Based Standards and Expected Practices 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 Administration of Correctional Agencies and the 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:

Nebraska State Penitentiary

- 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 **\$11,800.00** 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 **\$5,900.00** 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 **\$5,900.00** shall be due 30 days after completion of the audit. **The total fee must be paid in full to receive your certificate of accreditation.**
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 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.
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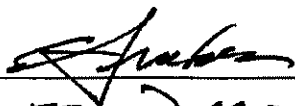
actual cost of field consultation services to the facility/program, which are requested in writing by the agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.

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.
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- 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 Nebraska.

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.

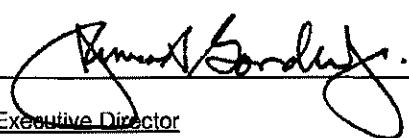
For the:

Nebraska State Penitentiary

By: 
Title: Director
Date: 7-6-21

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: 
Title: Executive Director
Date: 7/7/2021

Please send invoice to:

Name: Sean Banks

Facility: NDCS Central Office

Address: P.O. Box 94661 Lincoln, Nebraska 68509

Telephone Number: (402) 479-5751

Email: Sean.Banks@nebraska.gov

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

210708NE-1053265-ACI-TSC

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 Nebraska Department of Correctional Services, hereinafter referred to as the "Agency."

WITNESSETH:

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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 Performance-Based Standards and Expected Practices 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 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:

Tecumseh State Correctional Institution

- 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 **\$14,400.00** 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 **\$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 reaccreditation fee **\$7,200.00** 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.
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7. This Contract shall be governed in all respects by the laws of the State of Nebraska.

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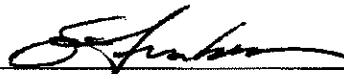
For the:

Tecumseh State Correctional Institution

By: _____

Title: _____

Date: _____


Director
7.6.21

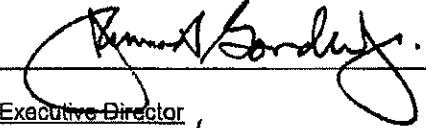
For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____


7/7/2021

Please send invoice to:

Name: Sean Banks

Facility: NDCS Central Office

Address: P.O. Box 94661 Lincoln, Nebraska 68509

Telephone Number: (402) 479-5751

Email: Sean.Banks@nebraska.gov

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

210708NE-1053265-ACRS-WEC

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REACCREDITATION CONTRACT

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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 Community Residential Services, fourth edition, and the 2016 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 Community Residential Services, 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:

Work Ethic Camp
 - 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,
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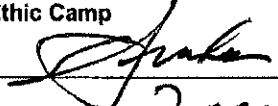
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 - h. Provide to the agency, facility or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies 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 **\$9,700.00** 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 **\$4,850.00** 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 **\$4,850.00** shall be due 30 days after completion of the audit. **The total fee must be paid in full to receive your certificate of accreditation.**
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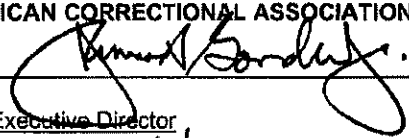
By: 

Title: DIRECTOR

Date: 7.6.21

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: 

Title: Executive Director

Date: 7/7/2021

Please send invoice to:

Name: Sean Banks

Facility: NDCS Central Office

Address: P.O. Box 94661 Lincoln, Nebraska 68509

Telephone Number: (402) 479-5751

Email: Sean.Banks@nebraska.gov

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206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

210708NE-1053265-CTA-STA

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WHEREAS, the Association has developed the Manual of Standards for Correctional Training Academies, first edition, and the 2016 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Correctional Training Academies and the Adult Community Residential Services, 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:

Staff Training Academy
 - 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 **\$9,700.00** 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 **\$4,850.00** 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 **\$4,850.00** 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 Nebraska.

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:

Staff Training Academy

By: _____

Title: _____

Date: _____


Director
7-6-21

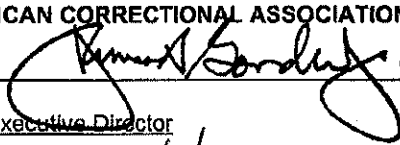
For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____


7/7/2021

Please send invoice to:

Name: Sean Banks

Facility: NDCS Central Office

Address: P.O. Box 94661 Lincoln, Nebraska 68509

Telephone Number: (402) 479-5751

Email: Sean.Banks@nebraska.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

210708NE-1053265-ACI-NCYF

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 Nebraska Department of Correctional Services, 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 Performance-Based Standards and Expected Practices 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 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:

Nebraska Correctional Youth Facility - NCYF

- 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 **\$14,400.00** 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 **\$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 reaccreditation fee **\$7,200.00** 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 Nebraska.

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:

Nebraska Correctional Youth Facility

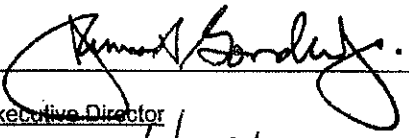
By: 

Title: Director

Date: 7-6-21

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: 

Title: Executive Director

Date: 7/7/2021

Please send invoice to:

Name: Sean Banks

Facility: NDCS Central Office

Address: P.O. Box 94661 Lincoln, Nebraska 68509

Telephone Number: (402) 479-5751

Email: Sean.Banks@nebraska.gov

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528