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Header 7

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 401839

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0621

Vendor ID: VS0000002995 

SO Doc ID: DJS1800000002

Legal Name: PREA Auditors of America, LLC

Published Date: 1/18/18

Alias/DBA:

Close Date: 1/30/18

Total Bid: \$0.00

Close Time: 13:30

Apply Default Values to Commodity Lines

View Procurement Folder

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Audit Services-PREA Audits-Rubenstein	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Kenneth "Honey" Rubenstein Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Audit Services-PREA Audits-Donald R. Kuhn	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Donald R. Kuhn Juvenile Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Audit Services-PREA Audits-Lorrie Yeager	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Lorrie Yeager Juvenile Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Audit Services-PREA Audits-Sam Perdue	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Sam Perdue Juvenile Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Audit Services-PREA Audits-Tiger Morton	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Tiger Morton Juvenile Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Audit Services-PREA Audits-Ronald Mulholland	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Ronald C. Mulholland Juvenile Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Audit Services-PREA Audits-Vicki Douglas	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Vicki V. Douglas Juvenile Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Audit Services-PREA Audits-Chick Buckbee	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : J.M. "Chick" Buckbee Juvenile Center

Comments: Pre-Audit -60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Audit Services-PREA Audits-Gene Spadaro	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description : Gene Spadaro Juvenile Center

Comments: Pre-Audit - 60 days,
Onsite Audits - 2 days,
Post Audit - 30 days

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Audit Services-PREA Audits-Robert Shell	0.00000	EA	\$3,795.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description :	Robert Shell Juvenile Center
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Comments: Pre-Audit - 60 days,
 Onsite Audits - 2 days,
 Post Audit - 30 days

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: PREA Auditors of America

Authorized Signature: Kathy Brownfield

Date: January 28, 2018

State of Texas

County of Harris, to-wit:

Taken, subscribed, and sworn to before me this 28th day of January, 2018.

My Commission expires September 22, 2021.



NOTARY PUBLIC Allison H. Mckoy

Purchasing Affidavit (Revised 07/07/2017)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kathy Brownfield, President Kathy Brownfield
(Name, Title)
Kathy Brownfield, President
(Printed Name and Title)
14505 Lakeside View Way, Cypress, TX 77429
(Address)
713-818-9098 - Phone
(Phone Number) / (Fax Number)
kathy@preaauditing.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PREA Auditors of America, LLC
(Company)
Kathy Brownfield
(Authorized Signature) (Representative Name, Title)

Kathy Brownfield, President
(Printed Name and Title of Authorized Representative)

January 28, 2018
(Date)

713-818-9098 Phone
(Phone Number) (Fax Number)

PREA AUDITORS OF AMERICA, LLC

14506 LAKESIDE VIEW WAY

CYPRESS, TEXAS 77429

(713) 818-9098

www.preaauditing.com

KATHY BROWNFIELD
Vice President and CFO
kathy@preaauditing.com

January 28, 2018

Ms. Crystal Rink
Department of Administration
Purchasing Division
2019 Washington Street East
Washington, WV 25305-0130

Solicitation No.: DJS1800000002
Title: PREA Audit Services

Dear Ms. Rink:

In connection with the above-referenced Solicitation, PREA Auditors of America, LLC, a Texas limited liability company (the “Company”), is pleased to submit its proposal for conducting PREA Audits of the WV Division of Juvenile Services’ juvenile facilities to assess compliance with standards pursuant to the Prison Rape Elimination Act of 2003, as amended, and the PREA Juvenile Facility Standards released in 2012.

There are no known existing conflicts of interest that would prohibit the Company or any of its auditors and personnel from performing the services set forth in the Solicitation and under the contract.

Company History, Experience, Financial Stability and Philosophy

The Company is a Texas limited liability company established on June 5, 2014. The Company is involved in conducting PREA audits of federal, state, county and local adult and juvenile detention facilities all over the United States pursuant to the standards of the federal Prison Rape Elimination Act using the Auditor Compliance Tools developed in conjunction with the United States Department of Justice and the National PREA Resource Center. Since its inception, the Company’s team of auditors have conducted over 100 PREA audits comprising of federal adult military detention facilities, state prisons, correctional community centers, county jails and juvenile detention facilities with inmate and resident populations ranging from 30 to 3,600 in 20 States: Alabama, Arizona, California, Georgia, Hawaii, Illinois, Indiana, Kansas, Louisiana, Maryland, New Mexico, Nevada, North Carolina, North Dakota, Oklahoma, Montana, Pennsylvania, Texas, Virginia and Washington. The Company has developed an excellent reputation with several federal, state and county correctional departments. Seventy percent of the Company’s business has been obtained by repeat customers and through referrals. The Company

is financially strong and has the financial resources and stability to provide the personnel and tools to conduct audits all over the United States. The Company is registered and certified as a minority woman owned small business on the federal System for Award Management website – www.sam.gov.

Our philosophy is “Together We Succeed”. We feel that trust and a positive working relationship with the customer is essential to bringing the audit to a successful conclusion. To date, the Company does not have any pending litigation or disputes with regard to contracts or any other matters. The Company has not been debarred, lost any contracts and no contracts have been terminated by either party.

Key Personnel

Captain Jule Brownfield, President: All audits will be overseen by Capt. Brownfield and he will be responsible for the overall management and supervision of the audits, as required. Capt. Brownfield is a certified Texas Peace Officer and brings over 30 years of detentions experience through his former employment of 27 years as the Major of Detentions with the Harris County Sheriff's Office in Houston, Texas (a 12,000 bed adult correctional facility), and his current employment of 4 years as the Director of Detentions of the Fort Bend County Sheriff's Office in Richmond, Texas (a 1,800 bed adult correctional facility). Under the supervision and expertise of Capt. Brownfield, the Fort Bend County Jail is the first detention facility in Texas to be PREA compliant and PREA Certified in 2014 with no corrective action. Throughout the auditing process, Capt. Brownfield will give guidance and recommendations to help achieve compliance with the Federal PREA Standards. He is a criminal justice professional that is in the business of front line state and federal criminal justice work and detentions. He understand the nuances of prison management and thus there will be no surprises or arguments over non-consequential issues.

Kathy Brownfield, Vice President and CFO: Ms. Brownfield brings to the Company 30 years of experience and knowledge in the legal field with a focus on corporate business, finance and securities. Ms. Brownfield manages the day to day business operations of the Company as well as legal compliance, risk management, financial, tax, IT, marketing and bid preparation.

Team of Auditors

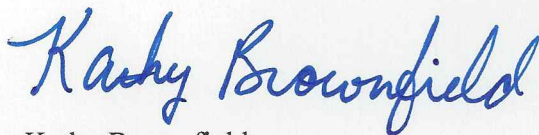
We have an elite team of highly qualified and experienced professionals in detentions. Five of our personnel are United States Department of Justice Certified PREA auditors who possess knowledge and experience in law enforcement and correctional detention facilities. Of our four Auditors, three are certified for PREA audits of all types adult facilities and two are certified to conduct PREA audits for all types of adult and juvenile facilities. We also utilize two highly qualified criminal justice professionals who assist our Auditors as necessary. The majority of our Auditors and personnel are career criminal justice professionals who hold supervisory positions in state and county detentions facilities across the United States. Our Auditors have conducted all audits in professional and timely manner. To date, all audits have been completed on schedule and on budget.

Confidentiality

The Company has its own HIPAA compliant private "cloud" to which each facility can deliver its documents to the auditor through a safe and secure portal. In the world of advanced information technology, the philosophy of the Company is to be paperless and as such, documents cannot be lost, stolen or destroyed. Electronic copies of audit documents are uploaded, stored and backed up in the Company's SSL secured Google Apps Drive which can be remotely be accessed by authorized personnel of the Company anywhere in the United States. All uploads are encrypted with Sookasa HIPAA/PCI compliant encryption. Access is secured over SSL and has confirmed ability for two-factor authentication. Confidentiality is a number one priority and we have the latest technology to guard private and sensitive information.

In conclusion, we appreciate the opportunity to submit our proposal and please feel free to contact the undersigned with any further questions or comments you have.

Very truly yours,



Kathy Brownfield
President

UNDERSTANDING OF THE PROJECT

PREA Auditors of America understands and agrees that the purpose of this Solicitation and resulting contract is to provide to the WV Division of Juvenile Services (“DJS”) one or more USDOJ-Certified Juvenile Auditors (“Auditors”) to conduct PREA audits of its Juvenile facilities in the time frames established by the DJS. We also understand and agree that the Auditors will conduct audits of the facilities for compliance under the federal Prison Rape Elimination Act of 2003, as amended (“PREA”), and will utilize the PREA audit instruments and tools developed by the U.S. Department of Justice and the National PREA Resource Center for juvenile facilities based upon the set of standards contained in the PREA Juvenile Facility Standards released in 2012.

METHODOLOGY

The PREA Audit process is highly structured, consisting of three separate and distinct stages – Pre-Audit, On-Site Audit, and Post-Audit. Each stage contains specific requirements and activities to be conducted and completed. In order for the audit to be valid, all of these stages must be conducted.

A. Pre-Audit Stage

Once a contract between the DJS and PREA Auditors of America, LLC has been finalized, we will meet with the DJS PREA Coordinator (“PC”) to introduce our staff and review the Audit Plan. We will also request the contact information for the PREA Compliance Manager (“PCM”) or Managers at the facilities where the audits are to be conducted. At this time, we will ask the PCM to post the Notice of Upcoming PREA Audit 60 days prior to the schedule of the on-site audit dates. This Notice must be posted in areas, such as housing units, where all residents and facility staff can view it. The Notice will contain information as to how the auditor can be confidentially contacted prior to, during, and after the audit, and during the six-month Corrective Action Period, if necessary. We will provide a post office box address for this confidential communication.

During the initial meeting we will provide the PC with directions as to how to access and complete the Pre-Audit Questionnaire. This document establishes the foundation of the audit. It asks for descriptive information about the agency and the facilities to be audited. There are a series of inquiries regarding the agency’s or facility’s experience with the Juvenile Facility standards (such as occurrences and incident data) and requests the uploading of relevant Policies and Procedures, among other documents.

Once the Questionnaire is completed we will begin the review of responses and the Policies and Procedures and related documents. We will make a list of any questions or concerns we may have and meet with the PC and PCM(s) to get clarifications, and if necessary, request additional documentation. We will also use this opportunity to explain the On-Site Audit and Post-Audit processes and answer any questions they may have. Additionally, we will confirm with them the dates of the On-Site Audit visit.

These initial conversations with the PC and PCM(s) will establish a relationship between them and the Auditor that will continue throughout the audit. Our view is that while the audit process is highly structured, our primary responsibility is to work with the DJS and the facility administrators to achieve compliance with all of the standards. Ongoing communication is critical to achieving this mutual goal.

While we are awaiting completion, and uploading of the Pre-Audit Questionnaire, we will attempt to contact community-based or victim advocates who may have insight into relevant conditions at the facility or facilities scheduled for the Audit. It should be noted that one of the most significant requirements in

gathering and evaluating data to assess degrees of compliance is that the data must be reliable, supported by credible evidence. Unsupported anecdotal opinions cannot be used to inform a compliance decision.

The final activity in the Pre-Audit phase is to initiate the Auditor Compliance Tool with the responses from the Questionnaire, entering notes from the review and discussions.

B. On-Site Audit Stage

The On-Site Audit Stage consists of three distinct elements. The first is the tour of the facility. We are required to observe all areas of the audit facility in order to verify compliance with the standards. This includes observing how well the residents are supervised, and noticing blind-spots and any other indicators that an area of the facility is not being monitored in a way that keeps residents safe from sexual abuse. By the same token, the Auditor is to note everything the facility is doing correctly or exceeding in certain regards. It is important to keep in mind that the Final Report will reflect not only the compliance deficits, but also where the facility and/or agency is meeting and/or exceeding the Standards.

The areas of the facility to be toured are:

- 1) Intake/reception/screening area;
- 2) All housing units, including cell blocks (if there are any) and dormitories;
- 3) Segregated housing units (SHU's);
- 4) Health care (medical and mental health clinics, infirmaries, and housing units);
- 5) Recreation, cafeteria (if there is one), and work areas, other programming areas (e.g., education or special education areas); and
- 6) Areas that were renovated, modified or expanded.

As the Auditor conducts the tour, he or she will be taking notes and asking residents and staff various questions related to the standards.

The second element involves the additional review of policies, procedures, reports, internal and external audits, and accreditations. The Auditor will also sample and review relevant documents and records for the most recent one-year period.

Finally, the On-Site Audit stage will be completed with the interviews of both residents and staff. This will include both random and targeted interviews (e.g., residents who have reported sexual abuse, transgender and intersex residents). Staff interviews will include Administrators/Supervisors (e.g., Agency Head or Designee, PREA Coordinator, PREA Compliance Manager, and Program Director or Designee) and specialized staff (e.g., medical health care staff, education and program staff, investigative staff).

C. Post-Audit Stage

The Post Audit Stage includes five elements. The first is the completion of the Auditor Compliance Tool. This involves entering a response for each standard and subs-standards based on our review of agency and facility policies and procedures, documentation, and data. We also incorporate the results of our resident and staff interviews and the tour of the facility.

Second, we then make a determination of compliance for each standard, entering commentary to justify our decision. This is followed by an overall determination of compliance. This determination of whether the facility has met the standard subsections is based on:

- Agency/facility policies that are consistent or inconsistent with requirements.
- Review of documentation for evidence validating compliance with requirements.
- Observations during the tour of the facility that provide evidence that supports or contradicts adherence to the requirements.
- Interviews with staff and residents that confirm or refute agency/facility practices.

The determination of compliance with the overall standard is categorized as follows:

- Exceeds Standard: substantially exceeds requirement of standard
- Meets Standard: substantial compliance; complies in all material ways with the standard for the relevant review period
- Does Not Met Standard: requires corrective action

The third element is the development of the Auditor's Summary Report. This Report captures the data, findings, and conclusions, discussed above. Specifically:

- Agency/facility information;
- Narrative describing the audit process;
- Description of facility characteristics;
- Summary of audit findings;
- Number of provisions achieved at each level;
- Determination for each standard; and
- Auditor certification.

The last item on the above list, is a Certification of the Auditor that the contents of the Report are accurate to the best of his or her knowledge and no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.

The fourth element is the development with the PC and PCM(s) of a Corrective Action Plan ("CAP"), if necessary, based on any finding of "Does not meet the standard". The CAP details the deficiencies, minimal remedial measures, timeline for achieving compliance, and schedule of deliverables. Each measure will list actions, which are directly linked to standard requirements; designed to address the deficiency; and, bring the facility in compliance with the standard. Each action will be clear and specific, ensuring that it is achievable, and will detail any documentation required to demonstrate compliance.

The final element is the verification of the CAP, if required. The Auditor will verify implementation of the CAP, issue a final determination, and complete a final PREA Audit Report. If no CAP is required, then the Auditor will provide the final Report only.

Again, throughout the stages we will communicate with the agency and facility administrators to clarify any issues we encounter and to ensure that we correctly understand the data and documents under review.

Given the high structure and mandatory requirements to ensure the integrity and validity of the final Audit Report, we do not anticipate any deviations from this approach and methodology, nor from the requirements of the Solicitation.

MANAGEMENT

Jule G. Brownfield, President and Manager of PREA Audits: The DHSS PREA audit project will be overseen by Jule Brownfield. Mr. Brownfield will perform as the project supervisor and is responsible for the overall management and supervision of the project, as well as providing support and technical assistance, as required. Throughout the auditing process, Capt. Brownfield will give guidance and recommendations to help achieve compliance with the Federal PREA Standards. He is a criminal justice professional that is in the business of front line state and federal criminal justice work and detentions. He understands the nuances of prison management and thus there will be no surprises or arguments over non-consequential issues.

Mr. Brownfield started his career in corrections in 1982 at the Harris County Sheriff's Office which is the 3rd largest county by population in the United States. Over the years, his law enforcement career concentrated on corrections. Appointed by Sheriff Tommy Thomas, he managed and operated all jail facilities, its operations and support services which houses a combined population of approximately ±11,000 inmates and employ and support approximately 1,800 employees. He was entrusted with oversight of the security and day to day operations of the third largest jail system in the United States. His duties included the review, update, implement and enforce policies with regard to compliance with federal, state, and county jail standards for the care, custody and control of inmates. He also:

- Directed and managed investigations, audits and inspections.
- Conducted security and policy and procedure audits and assessments.
- Managed labor, employment practices, occupational health, safety, and environmental issues.
- Managed all support services.
- Oversight of staffing requirements and disciplinary actions.
- Managed multiple projects.
- Liaison to the Texas Jail Commission and interact with several federal, state and county agencies and authorities.
- Prepared annual budgets in excess of ±125 million dollars.
- Reviewed and negotiate large vendor contracts.
- Managed professional standards for staff.

In 2009, the U.S. Department of Justice recruited Mr. Brownfield to work as a Senior Corrections Consultant Advisor for the National Corrections Training Center in Iraq. He worked with the Department of Justice in their International Criminal Investigative Training Assistance Program. He advised senior Iraqi counter-parts that were key officials in the Iraqi Corrections Service (ICS)-Ministry of Justice with regards to prison and jail operations, which included operations training, staffing, and security; policy assessments and audits. He implemented training programs throughout prison facilities in Iraq.

In 2013, Mr. Brownfield was recruited by the Fort Bend County Sheriff's Office as the Director of Detention Operations. He manages and operates all jail facilities, their operations and support services which have a maximum housing capacity of approximately ±1,800 inmates and employ and support approximately 400 employees. This operation includes Housing, Booking and Releasing and Support Services. He oversees staff and inmate investigations, policy and procedure audits and assessments, and budget processes. PREA implementation and audits have been a priority project at the Fort Bend County Sheriff's Office. Under the supervision and expertise of Mr. Brownfield, the Fort Bend County Jail is the first detention facility in Texas to be PREA compliant and PREA Certified in 2014 with no corrective action.

BUSINESS REFERENCES

Although we have conducted audits of over a combined total of 100 adult and juvenile detention facilities across the United States, below are references of facilities that are similar in nature to the WV Division of Juvenile Services' juvenile facilities.

1. **Agency:** Children's Home of York
Address: 77 Shoe House Road
York, PA 17406
Contact Name: Terri Spiegel, PREA Compliance Manager
Phone: (717) 846-8226
Email: tspiegel@choyork.org
Services Performed: PREA Audit of private juvenile facility which has a housing capacity of 12 male juvenile residents.
(a) First Audit: May 30, 2016 to August 10, 2016
(b) Second Audit: April 24, 2017 to July 31, 2017
Auditor: Sharon Robertson
2. **Agency:** York County Youth Development Center
Address: 3564 Heindel Road
York, PA 17402
Contact Name: Kevin R. Shephard, PREA Coordinator
Phone: (717) 840-7187
Email: krshephard@yorkcountypa.gov
Services Performed: May 30, 2016 to August 5, 2016 - PREA Audit of county juvenile facility which has a housing capacity of 36 male juvenile residents.
Auditor: Sharon Robertson
3. **Agency:** Illinois Department of Juvenile Justice
Address: 707 North 15th Street, Springfield, IL 62702
Contact Name: Patrick Keane, PREA Compliance Coordinator
Phone: (630) 584-0506 x530
Email: Patrick.Keane@doc.illinois.gov
Services Performed:
(a) Facility: Illinois Youth Center - Warrenville
April 6, 2017 to June 23, 2017- PREA Audit of state juvenile facility which has a housing capacity of 78 male and female juvenile residents.
(b) Facility: Illinois Youth Center – Chicago
April 6, 2017 to June 23, 2017 – PREA Audit of state juvenile facility which has a housing capacity of 146 male juvenile residents.
Auditor: Sharon Robertson

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DJS18*2

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

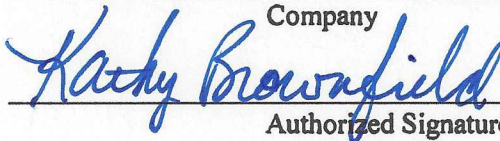
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PREA AUDITORS OF AMERICA, LLC

Company



Authorized Signature

January 28, 2018

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE, the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchasing/vra/enc li.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law No. 111-05, 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law; or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Assess.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006: Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchasing/vro/a_enc li.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/InDefault.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

WV Division of
Name of Agency: Juvenile Services

Signature: [Signature]

Title: Procurement officer

Date: 01/05/2018

Name of Associate: PREA Auditors of America, LLC

Signature: [Signature]

Title: President

Date: January 28, 2018

Form - WVA-012004
Amended 08.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF JAN 20 18
BY [Signature]
Patrick Morley
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Rick Bastic

Name of Agency: West Virginia Division of Juvenile Services

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same
Resident and Staff names as well as dates of birth.