



INMATE KIOSKS AND COMMUNICATIONS
Led by the State of Nevada

Master Agreement #: 99SWC-S26

Contractor: **SECURUS TECHNOLOGIES, INC**

Participating Entity: **STATE OF NEVADA**

The following products or services are included in this contract portfolio:

- *Category 4.1 Inmate Phone System*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers *the Inmate Kiosks and Communications* contract led by the State of Nevada for use by state agencies and other entities located in the Participating State or State Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Nevada*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Securus Technologies, Inc.
Address:	4000 International Parkway, Carrollton, TX 75007
Telephone:	972-277-0300
Fax:	972-277-0514
Email:	bpickens@securustechnologies.com



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Participating State Contact:

Name:	Ronda Miller
Address:	515 E. Musser St, Rm 300, Carson City, NV 89701
Telephone:	775-684-0182
Fax:	775-684-0188
Email:	rmiller@admin.nv.gov

Participating Entity

Name:	Nevada Department of Corrections ATTN: Venus Fajota
Address:	5500 Snyder Avenue, Building 17, Carson City, NV 89701
Telephone:	775-887-3234
Fax:	775-887-3343
Email:	vfajota@doc.nv.gov

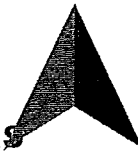
4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.



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A. Term:

- The initial term of this Master Agreement is for three (3) years (upon BOE approval anticipated to be January 8, 2019 through January 7, 2022). Agreement may be extended beyond the original contract period up to one (1) additional year at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

B. Consideration:

The parties agree that Contractor will provide the services specified in the Scope of Work and Incorporated Documents at a total revenue of \$13,500,000 (\$5,000,000 each for years 1 and 2 and \$3,500,000 in year 3).

C. Incorporated Documents:

- Exhibit 1 Negotiated Items
- Exhibit 2 Security Regulations
- Exhibit 3 Contractor Background Check Application
- Exhibit 4 PREA Zero Tolerance Policy
- Exhibit 5 PREA Contractor and Volunteer Questionnaire.

D. Administrative Fee: (Informational Section only)

The State reserves the right to implement section below upon additional Nevada municipalities' participation. The State will notify the Contractor in writing 30 days prior to the implementation of this section.

- 1.1 Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of implementation of this section.
- 1.2 Applicable administrative fees shall not be included on the invoice as an individual line item.
- 1.3 All administrative fee payments shall include the contract number on the required documents. If submitting an administrative fee payment for more than one contract, then a separate payment and associated documents shall be submitted by the Contractor for each contract.



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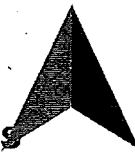
- 1.4 The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty-five (45) calendar days of quarter end (refer to Section 1.8).

- 1.5 The template for the required Quarterly Administrative Fee & Usage Report outlined below in Sections 2 and 3 may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: NVQtlyReport@admin.nv.gov

- 1.6 Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

- 1.7 Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased.
Quantity	Quantities (excluding returns) of products delivered—



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	enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

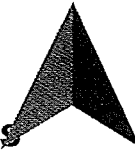
- 1.8 Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

- 1.9 The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contract terms, as amended.

- 1.10 If the administrative fee is not paid and quarterly report is not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

5. Lease Agreements: Agencies utilizing leasing must follow all rules and regulations within NAC 333 and NRS 333.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **Nevada**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

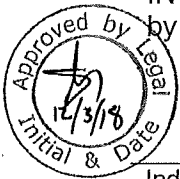


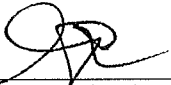


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7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

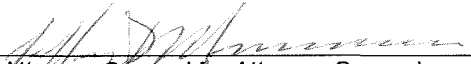


 _____ Independent Contractor's Signature	12-3-18 _____ Date	CFO _____ Independent Contractor's Title
 _____ Jeffrey Haag	12-4-2018 _____ Date	CPO, NV State Purchasing Administrator _____ Title
 _____ Signature – Board of Examiners		APPROVED BY BOARD OF EXAMINERS

On: 1-15-19

Date

Approved as to form by:



Deputy Attorney General for Attorney General

On: 4 Dec 18

Date

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EXHIBIT 1

**NEGOTIATED CONTRACT TERMS AND SCOPE OF WORK BETWEEN
NEVADA DEPARTMENT OF CORRECTIONS (NDOC) AND
SECURUS TECHNOLOGIES (VENDOR)**

Contractor shall perform the services described below for all NDOC facilities located statewide.

1. SCOPE OF WORK

1.1 Inmate Telephone Services (ITS) to be offered by vendor:

- 1.1.1 Secure Call Platform (SCP) ITS;
- 1.1.2 Securus SCP ITS/NextGen;
- 1.1.3 No change to existing per minute phone rates (as detailed below) -

Call Type	Collect	Debit and Prepaid Collect
Local	\$0.14	\$0.11
Intralata	\$0.14	\$0.11
Interlata	\$0.14	\$0.11
Interstate	\$0.14	\$0.11

- 1.1.4 Annual Commission Payment as follows: Years 1 and 2: \$5M, Year 3: \$3.5M

1.1.4.1 The first commission payment to NDOC shall be made within 45 – 60 days of contract approval and by the end of April each year of contract term.

1.1.4.2 Upon contract approval, NDOC will provide the direct deposit account information to where the vendor shall process the annual commission payments.

- 1.1.5 Investigator Pro Biometrics with voice search and integrated data analytics;
- 1.1.6 Threads Data Analytics with Community Sharing;
- 1.1.7 Automated Information Services [Interactive Voice Response (IVR)] with debit funding and voice messaging;
- 1.1.8 Inmate to Inmate Call Detection – Inmate Inter-Communications Evaluation and Reporting (ICER);
- 1.1.9 Video Relay Service (VRS) – Purple/Securus;
- 1.1.10 Investigative Assistance (Guarded Exchange);

- 1.1.11 In State Forensics and Investigative Service Lab with full time dedicated personnel;
- 1.1.12 Call Monitoring Services (routine);
 - 1.1.12.1 Five (5) percent or more of all completed inmate calls from NDOC prisons.
 - 1.1.12.1.1 Percentage of calls monitored to be based on average number of call minutes.
 - 1.1.12.2 Provide NDOC investigators with detailed investigative reports identifying actionable intelligence.
- 1.1.13 Emergency Call Monitoring Services (specific to emergent event);
- 1.1.14 Cell Phone Detection/Forensics;
- 1.1.15 15 mobile assessments;
- 1.1.16 Investigative forensics and data analytics through Threads;
- 1.1.17 Cell phone data extraction (72-hour turnaround);
- 1.1.18 Data and Security
 - 1.1.18.1 Private multi-protocol label switching (MPLS) network for ITS
 - 1.1.18.2 Three-year direct access data retention, life of contract data storage
 - 1.1.18.3 Fully backed-up and redundant data storage
- 1.1.19 Service
 - 1.1.19.1 24x7x365 Dallas based friends and family customer service center
 - 1.1.19.2 24x7x365 Dallas based technical facility assistance customer service center
 - 1.1.19.3 Securus employee certified service personnel for facility service
 - 1.1.19.4 Emergency response security team
- 1.1.20 Account Management
 - 1.1.20.1 Dedicated Account Business Manager

- 1.1.20.2 Quarterly Account Business Meetings
- 1.1.20.3 Dedicated Customer Client Manager
- 1.1.21 Training
 - 1.1.21.1 Onsite ITS and kiosk training
 - 1.1.21.2 Quarterly web based training
 - 1.1.21.3 Annual Elevate Educational Seminar
 - 1.1.21.4 Onsite and remote investigative services technology training
 - 1.1.21.5 Multi-agency investigative services consultation for sharing of investigative information
- 1.1.22 Any Inmate Kiosks and MP3 players will be discussed at a later time, at NDOC's discretion, and addressed through a separate agreement.

1.2 **To be completed by the Vendor:**

- 1.2.1 The vendor will work with the authorized DOC staff and the incumbent vendor to ensure an orderly transition of the ITS and responsibilities under the Master Service Agreement and ensure the continuity of the ITS required by the DOC.
- 1.2.2 At no cost to NDOC, provide the labor, equipment, materials and tools to install inmate telephone system at all NDOC correctional facilities and all other applications and services mentioned in Section 1.1.
- 1.2.3 NDOC will not reimburse the vendor for price adjustments or overtime labor caused by delays due to security. Delays due to security include but are not limited to:
 - Institution lockdown,
 - Prison escapes, attempted escapes,
 - No or limited Correctional Officer coverage,
 - Contraband, as listed in the NDOC Security Regulations Acknowledgment form (DOC 047) (Refer to Exhibit 2)
 - Sally-port inspections;
 - Offender counts and miscounts
 - Any potential risk to the welfare and/or security of the institution and its staff, offenders, and visitors.
- 1.2.4 Site surveys and installation work must be coordinated and approved by appropriate NDOC staff.

1.2.5 Prior to the completion of work, the vendor shall remove all unnecessary equipment and materials belonging to the contractor from NDOC premises.

1.2.6 Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to NDOC.

1.2.7 The vendor will provide the necessary labor, equipment, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the ITS.

2. HEALTH AND SAFETY STANDARDS

2.1 Contractor shall comply with all applicable federal, state, and local requirements for protecting the safety of NDOC employees, offenders, building occupants, and the environment.

2.2 All applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance of this contract.

3. LICENSING / PERMIT REQUIREMENTS

3.1 Prior to conducting business, verification of a valid Nevada State Business License.

3.2 Contractor must comply with all applicable Federal, State, and local laws, regulations, and policies.

4. INSURANCE

4.1 Please refer to Insurance Schedule (RFP 99SWC-S26 Section 21) for the insurance limits the contractor and will be required to maintain for the life of the contract. The contractor shall not commence work before:

- They have provided the required evidence of insurance to NDOC; and
- The Department has approved the insurance policies provided.

5. SUBCONTRACTOR INFORMATION

5.1 The contractor shall identify any subcontractors that will be used to perform services.

5.2 The contractor shall identify how the subcontractor will be supervised and ensure the subcontractor remains in compliance with the terms of the contract.

5.3 The contractor shall not allow any subcontractor to commence work until all insurance, licensing and permit requirements are provided to NDOC.

6. CRIMINAL HISTORY RECORD CHECK / SECURITY REGULATIONS

- 6.1 Pursuant to Administrative Regulation 212, contractors/vendors are required to complete a mandatory background check annually.
- 6.2 At least ten (10) working days prior to beginning work, each employee and/or subcontractor of the contractor who will be working under this contract and entering prison grounds are required to submit a completed:
 - o NDOC Security Regulations Acknowledgement form (DOC 047) (Exhibit 2),
 - o Prison Rape Elimination Act (PREA) Contractor and Volunteer Questionnaire Form (DOC 1952) (Exhibit 5),
 - o Agency PREA Zero Tolerance Policy (DOC 1953) (Exhibit 4), and
 - o Consent for Release of Criminal History Records form (DOC 560) (Exhibit 3) for the purpose of background clearance approval.

6.3 FORMS MUST BE SENT TO:

Nevada Department of Corrections
Attn: Contractor/Vendor Background Checks
P.O. Box 7011, Carson City, NV 89702
5500 Snyder Avenue, Bldg 17, Carson City, NV 89701
Fax (775) 887-3343 / Email: vendors@doc.nv.gov

E-mailed forms will be accepted, but the original forms must be sent by US postal mail within three (3) days or clearance may be revoked.

- 6.4 **Personnel convicted of a felony will not be permitted to enter a correctional facility or institution.**
- 6.5 If a PREA allegation of sexual abuse or sexual harassment is filed by an inmate against a contracted employee, contractor or vendor, including their employees and subcontractors, the NDOC, Office of the Inspector General will contact the contractor, or the immediate supervisor of the contracted individual, regarding the allegation.

Based on the severity of the allegation, NDOC will have the authority to deny access of any contract employee, contractor or vendor, including their employees and subcontractors, from entering any correctional facility or institution.

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EXHIBIT 2

Nevada Department of Corrections (NDOC) Security Regulations Acknowledgement

Printed Name of the Employing Company

Printed Employee Name

All outside contractors/subcontractors should understand that they are coming into a correctional facility (or institution) to work. As such, safety and security are our primary responsibility. It is the responsibility of each contractor/subcontractor to adhere to the facility's security regulations. These regulations are not all inclusive. Good judgment and communication should be used at all times. Violations of these regulations may result in immediate removal from the premises or possible prosecution under applicable State laws NRS 209.417, 212.100, 212.140, 212.150, 212.160, 212.165, 212.170 & 212.187.

Please read and initial every item and sign at bottom to indicate you understand and will follow these regulations. This form is required before a background check will be processed.

General Rules

- _____ 1. Background checks will be completed prior to access to any NDOC facility property. Access will not be granted until a background check is passed. Applicants are approved under the company name on the application only.
- A. Background checks will be renewed each year to ensure both the NDOC and contractor have the most up-to-date information. Contractors will disclose on the background application if they know an incarcerated individual.
 - B. Ex-felons will not be allowed entry to prison grounds without the express written approval of the Director of the Department of Corrections or the Warden of the institution.
- _____ 2. Any contractor who finds he/she knows an inmate incarcerated at the institution he/she is working at must report it immediately to the facility and Northern Administration (where the background checks are done) so it can be documented.
- A. Access to the institution, if an inmate is known, will be Approved/Denied by the Warden.
- _____ 3. Contractors will not communicate (talk) or fraternize with inmates unless required.
- _____ 4. Items that are prohibited (forbidden/illegal) from a State Correctional property which includes inside AND outside of the fence include, but are not limited to:
- A. All Tobacco Products;
 - B. All Narcotics, Drugs, Alcohol, Firearms, Explosives or other Weapons;
 - C. Cameras are not allowed without prior written permission from the Warden of the institution;
 - D. Metal or Glass Objects (e.g., Eating Utensils, Bottles, etc.); and
 - E. Do not bring valuables onto institutional property. These items must be locked in your vehicle outside.
- _____ 5. Telecommunications devices including, but not limited to Cell Phones and Laptop Computers will only be allowed upon prior written approval from the NDOC Director. Approvals from the Warden or Associate Warden(s) are on a per visit basis only.
- A. NDOC forms DOC 003 and DOC 006 must be filled out, signed, and approved prior to bringing any telecommunications or computer items in to any correctional facility.
- _____ 6. Non-essential keys should not be brought into the institution (e.g., multiple key rings.)

_____ 7. Any unauthorized items will be secured in the contractor vehicle at all times.

Vehicles

_____ 1. All contractor vehicles entering and leaving the institution are subject to search.

_____ 2. Vehicles may be searched while on the facility's grounds as well.

_____ 3. All contractor vehicles will be parked in employee parking lot (in front of the gatehouse)

_____ 4. All vehicles will remain locked when unattended.

_____ 5. Keys will remain with owner/operator of the vehicle.

_____ 6. If the facility allows you to use your vehicle to transport tools or materials, your vehicle will be searched before and after delivery and immediately returned to the employee parking lot after such delivery.

_____ 7. Do not exceed posted speed limits around perimeter or on facility property.

_____ 8. Vehicle traffic must be kept to a minimum. Please carpool whenever possible.

Access To and From Facility Property

_____ 1. **ALL Blue clothing is strictly prohibited (e.g., Blue Jeans, Blue Shirts, Blue Shorts). Orange Jumpsuits are also prohibited.**

_____ 2. All contractors will:

A. Sign in and out at the Gatehouse

B. Show and surrender his/her picture identification (Driver's License or ID Card) to the Gatehouse Officer. This item will be returned upon departure.

C. Submit personal items for inspection (e.g., Tool Bags, Lunch Boxes, etc.). A written inventory of tools is required.

_____ 3. Contractors will be under escort at all times.

Tool Control

_____ 1. Contractors/Subcontractors are responsible for all tools, equipment and materials brought onto facility property.

_____ 2. All loose tools and equipment **MUST** be secured within a locked vehicle or assigned storage area.

A. All hand tools **MUST** be stored outside the security area overnight.

_____ 3. Construction materials and equipment may be stored at the facility site in a designated secure area only.

A. The NDOC Facility Supervisor will advise contractors/subcontractors of the designated area(s).

B. Construction huts/Buildings outside the perimeter **MUST** be a minimum of 100 feet away from fence.

C. Equipment on the inside of the perimeter fence **MUST** be a minimum of 50 feet away from fence.

D. Placement of "Job Boxes" will be determined by the NDOC Facility Supervisor.

_____ 4. All Power Tools will be inventoried in and out each day.

(NDOC Security Regulations Continued)

- _____ 5. Contractors/Subcontractors are responsible for ensuring all storage areas are secured prior to departing from the facility.
- _____ 6. Items that are lost or turn up missing will be reported immediately to the Associate Warden(s) of Operations (AWO) or shift command.
- _____ 7. Contractors should maintain a clean and orderly workplace at all times and remove all refuse daily.
- _____ 8. Work schedules will be established and NDOC (Warden at institution or Camp Lt.) must be notified 48 hours in advance of any change.

In signing this form, I have read and understand the security rules and regulations that have been brought to my attention. I understand that should I break any of these rules I may be escorted off prison property, banned from prison property or prosecuted under NRS 209.417, 212.100, 212.140, 212.150, 212.160, 212.165, 212.170, & NRS 212.187.

Vendor (Employee) Signature Date

Printed Vendor (Employee) Name

Company Phone Number

Company Fax Number

This form must be accompanied by Contractor Background Clearance Application (DOC 560) and PREA Contractor and Volunteer Questionnaire Form (DOC 052) and mailed to:
NDOC Northern Administration
Contractor/Vendors
P.O. Box 7011
Carson City, NV 89702

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EXHIBIT 3

Mail Applications To:
NDOC Contracts
P.O. Box 7011
Carson City, NV 89702

Nevada Department of Corrections

Attn: Contracts
Contractor Background Check Application
Please PRINT all information

Phone (775) 887-3252
Or (775) 887-3345
Fax (775) 887-3225

1. NAMES/ADDRESSES/PROJECT

Applicant Name _____
Last First MI

Please complete this questionnaire in its **ENTIRETY** and mail it back to the address listed above. **BE ADVISED: ANY omission or false statement is SUFFICIENT REASON FOR DENIAL.**

List any other names (alias) you are known by. Include your maiden name and any nicknames, if applicable)
(Failure to include all names will result in denial)

Current Physical Address _____
Full Street City State Zip

Current Mailing Address _____
Full Street City State Zip

Previous Address _____
Full Street City State Zip

Home Phone Number () _____

List any other states you have lived in: _____

Occupation or Business _____ Employer _____

Business Phone () _____ Contact Name: _____

Have you worked/volunteered in a correctional setting? Yes No If Yes, When/Where? _____

Will your project/duties involve direct inmate contact? Yes No If Yes, in what capacity? _____

Indicate which institutions you will work at: _____

2. IDENTIFIERS

Drivers License and or ID number _____ State _____

Date of Birth _____ Place of Birth _____ Age _____

SSN _____ Gender: Male Female

Race _____ Marital Status: Married Single

Height _____ Weight _____ Hair Color _____ Eye Color _____

Scars Marks or Tattoos _____

For NDOC Use Only

Application Review

Approved Denied

Signature of Authorized Personnel _____

Date _____

Please complete the 2nd page

3. Criminal History: ALL arrests must be listed, whether there was a conviction or not. You must also list arrests in other states and countries. Do not exclude anything; any omission of an arrest is grounds for an automatic denial.

Have you ***EVER*** been arrested? Yes or No

Have you ***EVER*** been convicted of a Felony? Yes or No

If yes, complete the following, attach additional sheets if necessary.

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Are you currently on Probation? Yes or No If yes, in what state? _____

4. Do you or have you ever visited or corresponded with an inmate incarcerated in a Nevada Department of Corrections Facility? Yes or No

If yes, complete the following section and attach additional sheets if necessary.

Name and Back Number	Relationship	Indicate whether you visit or write this inmate
_____	_____	_____
_____	_____	_____

5. Authorization

Chapter 179A of the Nevada Revised Statutes permits an Agency of the Criminal Justice to obtain records of criminal history regarding a prospective employee. Consent is not required in order to obtain information reflecting only convictions. Consent is required in order to obtain a complete record of criminal history.

The applicant's signature on this consent form will permit the Department of Corrections to obtain complete information regarding arrests, detention, indictments, information or other formal criminal charges and disposition of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release.

This information will be used only for purposes of determining employability. Chapter 179A of NRS prohibits an employer from dissemination of this information.

Applicants Signature _____ Date _____

_____ Date _____
Agency Authorization for Records Check

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EXHIBIT 4



State of Nevada Department of Corrections **PREA Zero Tolerance Policy**

The Nevada Department of Corrections, in compliance with the Department of Justice, National Standards to Prevent, Detect, and Respond to Prison Rape 42 U.S.C. § 15601, *et seq.* and 28 C.F.R., §115.32 requires volunteers and contractors be advised of the agency Zero Tolerance Policy and how to report violations of this policy.

The Department of Corrections has a Zero Tolerance policy for any form of sexual misconduct to include staff/contractor/or volunteer on inmate or inmate on inmate sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any staff member/contractor/volunteer who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between inmates shall be subject to disciplinary action and may be subject to criminal prosecution. The Department shall take a proactive approach regarding the prevention, detection, response and punishment of any type of sexual contact.

You are required to report if you hear of, observe, or receive a report of any of the above actions by staff towards inmates or inmates towards another inmate. You can report to any NDOC employee and/or by the options listed below.

NDOC PREA Hotline: 775-887-3152

Email: prea@doc.nv.gov

Mail: NDOC, Office of the Inspector General, P.O. Box 7011, Carson City, NV 89702

www.doc.nv.gov: Inspector General, PREA management division, PREA incident report form

I acknowledge I have read and understand NDOC has a "Zero Tolerance" policy, I was given an opportunity to ask questions and that I am required to report. I also understand failure to abide by the Zero Tolerance policy could result in removal as a NDOC volunteer/contractor.

Signature: _____

Date: _____

Print Name: _____

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EXHIBIT 5



State of Nevada Department of Corrections PREA Contractor and Volunteer Questionnaire

The Nevada Department of Corrections, in compliance with the Department of Justice, National Standards to Prevent, Detect, and Respond to Prison Rape 42 U.S.C. § 15601, *et seq.* and 28 C.F.R., §115.17 (a) requires all contractors and volunteers who may have contact with inmates to complete this questionnaire.

Providing false or misleading statements, including material omissions regarding such misconduct shall be grounds for termination from entry into all NDOC institutions and volunteer/contractor status will be rescinded.

1. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, or have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse, or have you been civilly or administratively adjudicated to have engaged in the activity described in any part of this question?

YES

NO

2. Have you been adjudicated as having engaged in any type of inmate Sexual Harassment, which includes as a staff member, volunteer, contractor, or as any type of service provider coming in contact with an inmate in the facilities mentioned in question 1? Sexual Harassment includes but is not limited to:

- Repeated verbal comments of a sexual nature to an inmate; or
- Demeaning references to gender; or
- Derogatory comments about body or clothing; or
- Repeated profane or obscene language or gestures

YES

NO

Signature

Date

Print Name