Section I – Title Page

Part IA – Technical Proposal	
RFP Title:	Out-of-State Correctional Beds
RFP:	3472
Vendor Name:	CoreCivic
Address:	10 Burton Hills Boulevard Nashville, Tennessee 37215
Opening Date:	August 17, 2017
Opening Time:	2:00 PM

Beds at Saguaro Correctional Center

Presented by:

CoreCivic

Saguaro Correctional Center
1250 East Arica Road
Eloy, AZ 85131
www.corecivic.com

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Brian K. Ferrell
Vice President, Proposal Development

August 15, 2017

Annette Morfin, Purchasing Officer
State of Nevada
Purchasing Division
515 E. Musser Street
Suite 300
Carson City, NV 89701

RE: Request for Proposal: 3472
Out-of-State Correctional Beds

Dear Ms. Morfin:

CoreCivic is pleased to provide the following response to Request for Proposal Number 3472 for the provision of Out-of-State Correctional Beds to house up to 200 adult male incarcerated offenders in a medium security correctional facility. As described in detail herein, we are proposing our Saguaro Correctional Center in Eloy, Arizona for Nevada offenders. We invite the State of Nevada to tour the facility at its convenience and look forward to the opportunity to highlight the many attributes of Saguaro.

CoreCivic appreciates the opportunity to participate in this solicitation. Our proposal is organized in compliance with the RFP instructions. We have endeavored to be responsive to every requirement; therefore, any omission is purely unintentional and we would be happy to rectify any inadvertent oversight. If you have any questions regarding our proposal in the course of your evaluation, please do not hesitate to contact me at (615) 263-3282 or Brian.Ferrell@corecivic.com if additional information or clarification is needed.

Sincerely,

Brian K. Ferrell
Vice President, Proposal Development

Section III
Vendor Information Sheet

VENDOR INFORMATION SHEET FOR RFP 3472

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	CoreCivic, Inc.

V2	Street Address	10 Burton Hills Blvd.

V3	City, State, ZIP	Nashville, TN 37215

V4	Telephone Number		
	Area Code: 615	Number: 263-3000	Extension:

V5	Facsimile Number		
	Area Code: 615	Number: 208-1126	Extension:

V6	Toll Free Number		
	Area Code: 800	Number: 624-2931	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: Brian K. Ferrell
	Title: Vice President, Proposal Development
	Address:
	Email Address: brian.ferrell@corecivic.com

V8	Telephone Number for Contact Person		
	Area Code: 615	Number: 263-3282	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 615	Number: 208-1126	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: Brian K. Ferrell	Title: Vice President, Proposal Development

V11	Signature ***(Individual shall be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date: 8/15/17

Section IV
State Documents

State of Nevada
Department Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment1 to Request for Proposal 3472
RFP TITLE:	Out-Of-State Correctional Beds
DATE OF AMENDMENT:	August 7, 2017
DATE OF RFP RELEASE:	July 26, 2017
OPENING DATE:	August 17, 2017
OPENING TIME:	2:00 PM
CONTACT:	Annett Morfin, Procurement Staff Member

The following shall be a part of RFP *3472.* If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. (Section 1.3) The RFP states that the initial contract term will be for two years, anticipated to begin on October 10, 2017, then later states that the initial contract term would terminate June 30, 2019. Would the State please clarify?

   The initial contract would be for two (2) years and eight (8) months. The initial contract will begin upon BOE anticipated to be October 10, 2017, and will terminate June 30, 2019, with the possibility of one (1) three (3)-year extension if agreeable to all parties.

2. (Section 2.3.6) Will the Vendor have access to the NDOC offender management system? If so, will the State provide training on its use?

   The awarded vendor will have read only access to the NDOC Offender Management System, and training will be provided.

3. (Section 2.3.7) Will NDOC or the Vendor determine which staff members (based on job title) will attend the listed NDOC training? If NDOC determines attendance, would the State please provide a list of job positions that will receive this training?

   The awarded vendor will determine who requires training based on job responsibilities.

4. (Section 2.4) Will the State please confirm that the Vendor will have the opportunity to submit a request for additional compensation for any increase in the Vendor's costs that is attributed to a change in Department regulation?

   Yes.

5. (Section 2.5.2) What is the projected average length of prison term for offenders being transferred to the proposed facility?

The projected average length of prison time is anticipated to be not less than two (2) years.

6. (Section 2.52) As the RFP is for out-of-state correctional beds and the awarded Vendor's facility will not be located in Nevada, may the awarded Vendor utilize their current procedures for employee backgrounds checks rather than perform them in accordance with NDOC AR 300 – Recruitment and Hiring?

Yes, upon review and approval by NDOC.

7. (Sections 2.5.2 and 2.9.1) What is the projected breakdown of the offender population? Will the population be primarily a restricted population (max/close) or a medium security population?

The projected breakdown of the offender population is male, currently housed in Close or Maximum Custody Level. The population will include inmates currently housed in segregation.

8. (Sections 2.5.2 and 2.9.1) What are the classification/housing restrictions for Mental Health offenders?

It is not anticipated that Serious Mentally Ill (SMI) will be part of the offender population assigned to the Vendor. However, those with regulated mental health may be included. NDOC has four Mental Health Classification Categories: 1) No current impairment, 2) Mild Impairment; needs mental health follow-up, 3) Moderate impairment; fairly stable, needs continuing mental health treatment, and 4) Severe impairment; needs special housing and ongoing treatment.

In conjunction with one of these four classification codes, the NDOC also has eight Mental Health Restrictions: 1) No restrictions, 2) Limited to facilities with mental health services available, 3) Assign to Extended Care Unit (ECU), 4) Assign to Mental Health Unit (MHU), 5) Consult with psychiatrist or psychologist prior to any classification change, 6) Single cell recommended, 7) On psychotropic medication; requires monitoring by psychiatrist, and 8) Cleared for local camp only.

9. (Section 2.6) Section 2.6 states that transportation of offenders from NDOC to the awarded vendor, as well as from the awarded vendor back to NDOC, if applicable, will be addressed separately from this RFP. Will there be an opportunity to ask questions regarding the potential locations' frequency, schedule and number of offenders to be transported to/from NDOC facilities under the aforementioned separate process?

Yes.

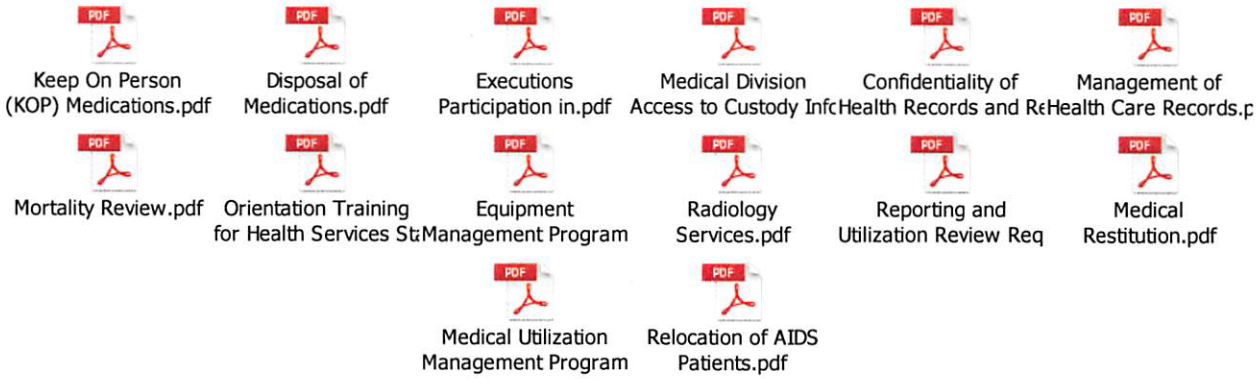
10. (Section 2.7.6) Section 2.7.6 states that the awarded vendor will be responsible for any and all transportation to and from the awarded facility within a 150-mile radius for offsite urgent, emergent and routine medical care. Are there any other foreseen reasons that an NDOC offender would need to be transported within the 150-mile radius of the proposed facility?

There are no foreseen reasons, but this would be based on the location of the awarded vendor.

11. (Section 2.15.8) If the proposed facility houses a population that is regularly served pork due to contract requirements, would the requirements of this RFP be satisfied by serving NDOC offenders a pork-free alternative?

Yes.

12. (Section 2.16.1) Will the State please provide the full text of the NDOC Medical Directives or a link to access the full text?



13. (Section 2.32.3) What video visitation system is the NDOC currently utilizing? What equipment is required and how do offenders/visitors access the system?

NDOC is not currently utilizing a video visitation system.

14. (Section 2.33.1) What system is currently utilized for court services, parole, etc.? Are there any specific provisions/requirements for court and parole hearings?

For parole hearings, video-conferencing is conducted from each NDOC location. Court hearings are conducted in person.

15. (Section 2.33.2) What equipment is required for the video visitation for the offender and their child?

The proposing vendor can provide its recommendation to meet this requirement.

16. (Section 2.37.3) What percentage of the transferred offender population is expected to be recommended for enrollment in substance use disorder treatment programs?

The current estimate of Nevada's population with a substance use disorder is 65%. It is anticipated that 20% of the population would be eligible and/or enrolled for substance use disorder programming.

17. (Section 2.37.3.1) Does the State prefer a Residential Treatment Model or an Outpatient Program Model for its Substance Use Disorder programs?

NDOC has no preference.

18. (Section 2.39) AR 143 allows the use of technology for job searches at the Casa Grande Transitional Housing and Northern Nevada Transitional Housing facility. Will the State also require the use of technology by offenders in the contracted location? If job search technology is required at the contracting facility, does the State require specific software for the State's reentry/pre-release program and if so, can the State provide the title(s)?

Not applicable for this population.

19. (Section 2.39.1) AR 817 states that a reentry program unit is required in designated locations. Will the contracted facility be designated as a reentry program unit?

No.

20. (Section 2.42.11) Section 2.42.11 states that the awarded vendor shall bear transportation costs for any court services as part of this RFP. As these transports would be to/from NDOC, will they also be addressed under the separate process referenced in Section 2.6?

As part of the selection criteria, NDOC does not anticipate including any inmates with any known active/pending court cases.

21. (Section 2.54.2) NDOC AR 360 Training standards states that non-custody pre-service requires 80 hours of training. Does this total include on-the-job (OJT) training?

No. The proposing vendor can provide a request for consideration of the training proposed for the non-custody staff, but must at a minimum include standard human resource topics such as sexual harassment, EEO, security, and PREA.

22. (Section 2.54.2) AR 360.04A1 requires re-training within 5 working days if new hires fail pre-service. May those people be simply re-enrolled into the next scheduled pre-service training, even if the next training session begins after the 5 working day window?

Yes.

23. (Section 2.54.2) AR 360.04A1 mentions P.O.S.T. training. Would staff working with NDOC offenders be required to attend the DOC Academy in Nevada? If so, who would be responsible for the cost of transportation, accommodations, and attendance? Would there be any additional cost if the awarded vendor's candidates fail and are re-enrolled into the next training class?

No.

24. (Sections 2.54.2 and 2.3.7) Will internal training provided by the Vendor on the five topics to be taught by the State (classification, case management, inmate discipline, grievances, and sentence calculation) count toward the clock hour requirements in the AR?

Yes.

25. (Section 2.56.2) Will the State please provide a copy of the quarterly audit instrument?

NDOC will provide a copy of the audit instruments, but not prior to selection.

26. (Section 2.57.12) Will the State please confirm that any additional reports requested from the Vendor under this contract section will be related to the performance of the awarded contract?

Yes.

27. (Attachments I and J) RFP Attachments I and J are comprehensive lists of NDOC Administrative Regulations and NDOC Medical Directives, all of which may not apply for services provided out-of-state by a Vendor. In many instances throughout the RFP, the Department has identified applicable standards by citation to the particular AR or Medical Directive number. Is it the

Department's intent that only those ARs and Medical Directives that are specifically referenced will apply? In the event the Vendor's facility is currently operating pursuant to existing policies and standards, is the Department willing to consider amending the contract to allow the Vendor to continue following the existing policies in some or all instances?

The proposing vendor may provide a request for consideration to utilize the proposing vendor's existing policies and procedures. Any request for consideration for any replacement or approval of other policies or standards must include justification. Any policies or standard must have written approval by the Director of the Nevada Department of Corrections.

ALL ELSE REMAINS THE SAME FOR RFP 3472.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: CoreCivic, Inc.

Authorized Signature: [signature]

Title: Vice President, Proposal Development Date: August 15, 2017

This document must be submitted in the "State Documents" section of vendors' technical proposal.

State of Nevada
Department Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment 2 to Request for Proposal 3472
RFP TITLE:	Out-Of-State Correctional Beds
DATE OF AMENDMENT:	August 8, 2017
DATE OF RFP RELEASE:	July 26, 2017
OPENING DATE:	August 17, 207
OPENING TIME:	2:00 PM
CONTACT:	Annett Morfin, Procurement Staff Member

The following shall be a part of RFP ***3472.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. (Section 1.3) The RFP states that the initial contract term will be for two years, anticipated to begin on October 10, 2017, then later states that the initial contract term would terminate June 30, 2019. Would the State please clarify?

   To clarify the length of the initial contract term.

   The initial contract would be for ~~two (2)~~ one (1) years and eight (8) months. The initial contract will begin upon BOE anticipated to be October 10, 2017, and will terminate June 30, 2019, with the possibility of one (1) three (3)-year extension if agreeable to all parties.

ALL ELSE REMAINS THE SAME FOR RFP 3472.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: CoreCivic, Inc.

Authorized Signature: [signature]

Title: Vice President, Proposal Development Date: August 15, 2017

This document must be submitted in the "State Documents" section of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "**Part IB Confidential Technical**" and "**Part III Confidential Financial**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	*X*
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES	*X*	NO	
Justification for Confidential Status			
In compliance with the submission requirements as outlined in Sections 3.1.11 and 8.5.1.2 of the RFP,			
please see the Financial Information and Documentation in Part III, Section 8.5 of our Response.			
Although CoreCivic does not regard these items as confidential, we have complied with the RFP			
requirement to submit them in Part III Confidential Financial Information, Section 8.5.			

CoreCivic, Inc.
Company Name

Signature

Brian K. Ferrell
Print Name

August 15, 2017
Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.

(7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

CoreCivic, Inc.

Vendor Company Name

Vendor Signature

Brian K. Ferrell

Print Name

August 15, 2017

Date

This document shall be submitted in Section IV of vendor's technical proposal

Damon T. Hininger
President & Chief Executive Officer
CoreCivic Facility Support Center

SIGNATURE AUTHORITY

I, Damon Hininger, certify that I am the President and Chief Executive Officer of the Corporation named as Contractor herein, and that I have granted signature authority to Brian Ferrell, Vice President, Proposal Development, as an Officer of said Corporation, for the purpose of empowering him to bind said Corporation to the provisions of the Proposal and any Contract awarded pursuant to it on behalf of said Corporation by authority of the governing body, and such authority is within the scope of its Corporate powers.

In witness, whereof, I have here unto affixed my signature this 27th day of February, 2017.

Damon T. Hininger
President and Chief Executive Officer

Witness

Executive Assistant
Title

10 Burton Hills Blvd, Nashville, TN 37215 p. (615) 263-3000 / f. (615) 263-3140 www.corecivic.com

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

CORECIVIC, INC.

Nevada Business Identification # NV19981366218

Expiration Date: October 31, 2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 17, 2016

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.

The American Correctional Association
and the
Commission on Accreditation for Corrections
awards

ACCREDITATION

to

Corrections Corporation of America

Saguaro Correctional Center

Eloy, Arizona

2015 - 2018

in recognition of the attainment of excellence in the operation of

an Adult Correctional Institution

presented this 9th day of February 2015

ACA PRESIDENT

ACA EXECUTIVE DIRECTOR

COMMISSION ON ACCREDITATION FOR CORRECTIONS
ACA
FOUNDED 1870
AMERICAN CORRECTIONAL ASSOCIATION

COMMISSION CHAIR

DIRECTOR, STANDARDS AND ACCREDITATION

Section V
Scope of Work

2. *SCOPE OF WORK*

2.1 The purpose of this RFP is to select a Vendor capable of operating and performing core correctional activities on behalf of the State of Nevada, in compliance with all applicable state and federal laws and NDOC Administrative Regulations for housing, custody, medical and mental health treatment, and programming of offenders.

CoreCivic is pleased to submit our response to the State of Nevada's RFP for Out-of-State Correctional Beds. We are excited about the opportunity to provide the requested services and meet the needs of the Nevada Department of Corrections (NDOC). As detailed in CoreCivic's responses in the Scope of Work and throughout this entire proposal process, we are unmatched in our qualifications, experience, and financial capabilities to provide the best option for the State of Nevada.

CoreCivic proposes housing Nevada's out-of-state offenders at our Saguaro Correctional Center (SCC), conveniently located in the adjacent state of Arizona. Saguaro Correctional Center is situated on large 300 acre parcel with three other CoreCivic correctional facilities. It is located in the City limits of Eloy, Arizona. Directly off Highway 87, Eloy is geographically located in Southern Arizona approximately 65 miles Southeast of Phoenix and approximately 50 Northwest of Tucson, Arizona.

Saguaro was designed in 2006 and built in 2006-07 and opened in 2007. The Saguaro Correctional Center is a fully operational multi-custody facility with an experienced and tenured workforce in place. Since its opening, the 1,896 bed facility has housed adult male offenders from the State of Hawaii. As such, the facility staff is well versed in the intricacies of managing a population outside of their home state. This invaluable experience would provide the foundation for a seamless transition in housing offenders for the State of Nevada.

The facility's physical plant covers approximately 368,000 square feet. The entire facility is fully sprinkled, with electronically controlled and monitored security and safety systems. Heating, ventilation and air conditioning systems provide year-round environmental comfort for all inmates and staff.

The facility is set up in a "campus" style with separate

buildings for different functions. All buildings on site are considered one story buildings. Only the cell housing buildings have a mezzanine level.

There are main outside recreation areas for use by the general population inmates that are monitored by recreation officers. The recreation buildings along "main-street" consist of half-covered basketball courts while the recreation yards have various equipment such as weight lifting stations and tables.

Each of the six housing units includes dayrooms, phone booth kiosks, multipurpose rooms and offices. Housing units' entry/exit and cell doors are equipped with locking capabilities through the Master Control, Unit Control and by use of a manual key. Housing doors are controlled remotely from Master Control while interior doors have the capability to be controlled by the unit management control station, with override capability by Master Control. The housing units have a mezzanine level, with cells on both levels.

Each cell provides inmates with access to toilets, wash basins with hot and cold running water, above-floor sleeping surfaces, clothes hooks, writing surfaces and seating, natural light and storage space for personal belongings. All inmates have access to showers with thermostatically controlled hot and cold water. Adjacent to each inmate sleeping area is a central dayroom that contains tables, chairs, televisions and telephones for inmate use.

There is one segregation housing unit which has showers with hot and cold running water, above-floor sleeping surfaces, writing surfaces with seating and natural light sources. Additionally, the segregation housing unit has its own recreation area, with individual outdoor areas in which offenders may exercise or have access to sunlight.

The primary facility space functions include a full-size facility kitchen, centrally located Health Services area, library, commissary and laundry, academic and vocational education classrooms, program areas, large visitation room with video conferencing available, indoor recreation space in addition to the aforementioned outdoor recreation space, a separate reception/intake area, a maintenance and warehouse area, multi-purpose rooms within the housing units, an administrative area, and a public lobby.

CoreCivic invites NDOC to tour our Saguaro Correctional Center and see firsthand how this state-of-the-art facility and experienced staff complement is prepared to immediately meet the Department's out-of-state offender housing needs.

2.2 NDOC ARs are available on the Nevada Department of Corrections website – **http://doc.nv.gov/About/Administrative_Regulations/Administrative_Regulations/**

CoreCivic acknowledges the information in this Section.

2.3 The Vendor must:

2.3.1 Operate a safe and secure Facility in a humane and professional manner with respect to offender rights.

CoreCivic is committed to maintaining the safety, security, and well-being not only of the offenders entrusted to our care, but also to our employees, contract partners, subcontractors and visitors at the correctional, detention, and reentry facilities that are managed, controlled or owned by CoreCivic nationwide. We recognize the inherent dignity of the human person and the need to treat every individual with respect. As we have since our inception, we share the responsibility of our government partners when they entrust individuals to our care.

2.3.2 Deliver core correctional services compliant with applicable American Correctional Association (ACA) standards, National Commission on Correctional Healthcare (NCCHC) standards, Nevada state laws, NDOC Administrative Regulations (ARs) and Medical Directives.

SCC received ACA reaccreditation in February 2015 with a perfect 100% score on both mandatory and non-mandatory compliance issues. CoreCivic's medical policies were written to be fully compliant with NCCHC standards. As allowed in Amendment I, answer #27, CoreCivic respectfully requests to utilize our existing policies and procedures at the Saguaro Correctional Center, as it is a fully operational facility. We can incorporate specific, applicable NDOC AR requirements into our facility policies as needed. We would be happy to discuss this further with NDOC at the appropriate time.

2.3.3 Provide security and supervision of offenders with professionally trained and licensed personnel, as required.

CoreCivic is comprised of approximately 13,000 dedicated professionals working in security, unit management, administrative, medical, and support roles. Upon hire, our facility staff are initially trained at levels that meet or exceed American Correctional Association (ACA) standards, as well as requirements specified by our federal, state, and local contract partners. Facility staff receive refresher training annually in accordance with ACA standards, contract partner requirements, and CoreCivic policy.

2.3.4 Perform program and re-entry activities consistent with program activities being delivered by NDOC.

Saguaro Correctional Center currently offers educational, Hobby Shop, Substance Abuse Disorders (SUDs), faith-based, recreational, and counseling (Alcoholics/Narcotics Anonymous) programs. Upon award, CoreCivic will implement NDOC-provided curricula including but not limited to Thinking for a Change.

2.3.5 Perform the services in this RFP in a cost-effective manner with full reporting and accountability to the Department.

CoreCivic's philosophy is one not only of providing economic value to our contract partners, but in doing so to the highest standards of integrity both as a partner and as a corporate citizen. We will provide full reporting and accountability to NDOC as required; also, NDOC may review our programming records at any time upon demand.

2.3.6 Maintain complete and accurate records of care, programs, services and supervision, and collect, analyze, and report statistics monthly, or as requested, to NDOC.

Records are maintained in accordance with ACA standards, partner agency requirements, and CoreCivic/facility policies. All reports will be submitted to NDOC in accordance with contractual obligations.

2.3.7 Participate in training, provided by NDOC Administration, in the following areas: classification, case management, inmate discipline, grievances, and sentence calculation.

CoreCivic looks forward to all opportunities to receive training offered by our government partners, as it best ensures clarity of communication in regards to expectations.

2.4 The Department reserves the right to modify, implement or delete any regulation through the Board of Prison Commissions (BOP) as authorized by NRS 209.131. The Vendor shall be required to adhere to any regulation change pursuant to the AR 100 – Administrative Regulations.

CoreCivic acknowledges the information in this Section with the understanding that we may submit a request for additional compensation as a result, as stipulated in Amendment 1 of the RFP.

2.5 INMATE CRITERIA

2.5.1 NDOC offenders to be housed by the awarded vendor shall be selected in compliance with all applicable Nevada statutes and other applicable laws or regulations of the state in which the awarded vendor's facility is located, relating to the housing of out-of-state offenders.

CoreCivic acknowledges the information in this Section.

2.5.1.1 The awarded vendor shall determine through its own classification method which offenders may be compatible in common areas such as dining, programs, law library, and recreation as well as medical/dental areas.

CoreCivic has policies in place regarding classifications and compatibility of offenders in common areas. In addition to housing offenders for the State of Hawaii, the Saguaro Correctional Center has also housed offenders from Washington and U.S. Virgin Islands as well as U.S. Marshals Service prisoners. As such, the facility is experienced with managing different offender populations and determining appropriate compatibility in common areas.

2.5.2 NDOC shall assign offenders to the awarded vendor's facility based on prioritizing non-Nevada residents in the criteria selection, before considering Nevada residents, who will meet the following:

2.5.2.1 Shall be male;

2.5.2.2 Shall be eighteen (18) years of age or older;

2.5.2.3 Shall be cell-housed, whether single or double;

2.5.2.4 Shall be classified for segregation or other; and/or

2.5.2.5 May be part of a security threat group or other.

CoreCivic acknowledges all of the information in Section 2.5.2 and agrees to the priorities and criteria therein.

2.5.3 Should the awarded vendor deem the identified facility as unsuitable for a specific offender, the awarded vendor shall make all due effort to assign the offender to an alternate, appropriate facility under this contract based on pre-determined justification and criteria, as approved by NDOC.

CoreCivic acknowledges the information in this Section.

2.5.4 Any offender assigned to the awarded vendor who demonstrates a serious or significant mental or behavioral health issue or physical disability or limitation, the awarded vendor shall develop a case management plan, approved by NDOC that identifies the appropriate plan of care for the individual and/or population and shall identify the allocation of costs associated therewith.

Per CoreCivic policy, all offenders are provided thorough screenings for physical health, mental health, and PREA risk. Any follow-up action required as a result of these screenings will be done in accordance with ACA standards, CoreCivic policy, and NDOC requirements.

2.5.5 NDOC reserves the right to modify the offender eligibility screening criteria on an as-needed basis without amending the contract. Modifications become effective upon written notification from NDOC.

CoreCivic acknowledges the information in this Section.

2.6 TRANSPORTATION

2.6.1 Transportation of offenders from NDOC to the awarded vendor, as well as, from the awarded vendor back to NDOC, if applicable, will be addressed separately from this RFP.

CoreCivic acknowledges the information in this Section.

2.7 DELIVERY AND TRANSFER OF OFFENDERS

2.7.1 Upon arrival of any NDOC offender to an awarded vendor's facility, NDOC shall provide to the awarded vendor's facility's warden, without charge, copies of pertinent data from institutional files, commitment or other judicial orders, and medical records of each NDOC offender to be housed at the facility, including but not limited to medical, mental health, substance use or disciplinary.

CoreCivic acknowledges the information in this Section.

2.7.1.1 NDOC will provide medical classification/records for each offender prior to transfer to allow time for the awarded vendor to prepare for any special medical needs, if applicable.

CoreCivic acknowledges the information in this Section.

2.7.2 The awarded vendor shall assume any costs associated with a review of the offender central files to determine the impact to NDOC of both Nevada's and the receiving state's statutory requirements.

CoreCivic acknowledges the information in this Section and will comply.

2.7.3 A copy of NDOC's offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric record shall be delivered at the same time a NDOC offender arrives at the transfer point.

2.7.3.1 After the contract is approved and the awarded vendor becomes familiar with the offender files, the awarded vendor may make reasonable requests for additional information, or documents, to be delivered to the awarded vendor.

2.7.3.2 NDOC understands that the safe and secure management of the facility is dependent upon the awarded vendor's receipt of complete offender files and shall not withhold requested documents.

CoreCivic acknowledges the information in this Section.

2.7.4 Upon completion of the offender transfer, the awarded vendor shall sign the transportation manifest confirming receipt of the NDOC offender(s), property and files, and shall email or fax a copy to NDOC within 24-hours.

CoreCivic agrees to the requirements of this Section.

2.7.5 The awarded vendor agrees to follow NDOC regulations and staffing requirements for any transportation while the NDOC offender is under the supervision, transportation or management of the awarded vendor.

CoreCivic will amend its existing policies regarding transportation of offenders to clarify compliance with NDOC regulations and staffing requirements if necessary.

2.7.6 Any and all required local offender transportation to and from an awarded vendor facility within a 150-mile radius (e.g., for offsite medical care both urgent or emergent and routine) shall also be provided and paid for by the awarded vendor. The awarded vendor shall provide NDOC with a transportation manifest documenting each transport.

CoreCivic acknowledges the information in this Section and will comply.

2.7.7 Upon the request of the awarded vendor, and with prior written approval of NDOC, the awarded vendor shall be entitled to transfer a NDOC offender

from one facility to another, provided the facility receiving the transferred NDOC offender is operated by the awarded vendor pursuant to this contract.

2.7.7.1 All costs associated with such a transfer shall be the responsibility of the awarded vendor.

2.7.7.2 The awarded vendor will provide NDOC with a transportation manifest for each transport requested and completed.

CoreCivic acknowledges the information in this Section and will comply.

2.8 INTAKE AND ORIENTATION

2.8.1 The awarded vendor shall provide intake and orientation services to NDOC offenders to include, at minimum, medical, mental health, and substance use screening, educational, vocational and programs assessment, and provide an overview of the awarded vendor's facility's policies and procedures such as offender personal property guidelines, mail services, disciplinary procedure and grievance procedure. All policies must be in compliance with NDOC ARs and Medical Directives.

The requirements in this Section are in alignment with existing CoreCivic policies regarding Intake and Orientation.

2.8.2 The vendor proposal shall describe how this subsection will be accomplished, to include intake and orientation processes.

At Saguaro Correctional Center, the intake process begins with the arrival of an offender. During the Intake process, the following requirements are accomplished:

- ***Verification of custody documents;***
- ***Recording of basic personal data and information to be used for mail and Visitation list;***
- ***Photographing, fingerprinting, and notation of identifying marks and/or other unusual physical characteristics;***
- ***Assignment of registered number to offender;***
- ***Inventory of personal property and secure storage of offender property, including money and other valuables, with the issuance of a receipt for all property being held until release;***
- ***Medical/dental/mental health/substance abuse screening;***
- ***Suicide screening; and***
- ***PREA assessment.***

All new arrivals are considered to be maximum security until the intake/classification process is complete and are supervised accordingly. New arrivals remain restrained until they have been receipted. If a new

arrival requests (or if it is determined) that he needs protective custody, he is immediately segregated during the entire intake process and the Shift Supervisor is notified immediately. New arrivals are searched in accordance with ACA Standards and the requirements of the agency having jurisdiction.

Upon arrival, all offenders are issued clean, laundered clothing and necessities as follow.

- ***Three (3) uniform pants and shirts;***
- ***Seven (7) pairs of socks;***
- ***Seven (7) pairs of underwear;***
- ***Seven (7) t-shirts;***
- ***One (1) pair of shoes;***
- ***One (1) pair of shower shoes;***
- ***One (1) intake hygiene kit containing:***
    - ***One (1) tube of toothpaste,***
    - ***One (1) toothbrush,***
    - ***One (1) comb,***
    - ***One (1) bar of soap,***
    - ***One (1) deodorant,***
    - ***One (1) razor;***
    - ***One (1) container of shampoo,***
    - ***One (1) roll of toilet paper,***
    - ***One (1) container of denture adhesive and cleaning tablets (if applicable);***
- ***Linens issue consisting of:***
    - ***Two (2) towels,***
    - ***One (1) wash cloth,***
    - ***Two (2) sheets,***
    - ***Two (2) blankets, and***
    - ***One (1) pillowcase.***

Formal orientation is conducted within the first week of arrival, unless exceptional, documented circumstances render such timing impossible. All offenders are provided and sign for a facility handbook upon arrival. If an offender is illiterate, a staff member will assist in understanding the information within the handbook.

Topics covered during the orientation include the following:

- ***Overview of facility rules, regulations, and discipline procedures;***
- ***Security and offender accountability;***
- ***Case management and classification procedures;***
- ***Medical, mental health, and dental services;***
- ***Communicable disease prevention and precaution;***
- ***Mail and visitation procedures;***

- ***Commissary and offender accounts;***
- ***Program services including:***
  - ***Education,***
  - ***Library,***
  - ***Recreation, and***
  - ***Self-help programs;***
- ***Offender property regulations;***
- ***Religious services;***
- ***Food services;***
- ***Offender records and Good Time;***
- ***Offender employment;***
- ***Recreation and leisure time activities; and***
- ***Transfer procedures.***

At the end of orientation, the offender signs the Orientation Form, which is placed in their offender file.

2.9 OFFENDER CLASSIFICATION

2.9.1 NDOC offenders shall be assigned to the awarded vendor's facility as medium, maximum or close custody in accordance with NDOC's classification procedures. The awarded vendor shall confine and supervise NDOC offenders that are transferred to the awarded vendor's facility consistent with NDOC ARs 500 Series – Classification and Management of Inmates.

CoreCivic acknowledges the information in this Section and will comply.

2.9.2 The demographics of the awarded vendor's facility should be comparable to the demographics of NDOC facilities to consider racial balance, age, level of felony, and sentence. NDOC offenders shall be housed in celled housing units consistent with the offender's classification and security needs, subject to the prior written approval of NDOC.

All NDOC offenders will be placed in celled housing units, consistent with classification and security needs provided by NDOC and/or determined during the intake process.

2.9.3 The awarded vendor shall handle classification-related matters between medium-close-maximum custody levels. Classification to minimum or lower custody levels shall require NDOC approval. Offenders may be transferred from the awarded vendor's facility to an NDOC facility in the event of an offender's reclassification to a lower custody level at the approval of NDOC.

CoreCivic acknowledges the information in this Section and will comply.

2.9.4 The awarded vendor shall participate in offender classification matters, as requested by NDOC.

CoreCivic looks forward to the opportunity to work with NDOC as requested.

2.9.5 Conditions of confinement must meet federal regulations and ACA Standards.

CoreCivic facilities meet or exceed both federal regulations and applicable ACA standards.

2.9.6 An offender who is confined in the awarded vendor's facility may request placement in solitary confinement to protect his safety.

2.9.6.1 The awarded vendor may not assign the offender to solitary confinement unless the vendor performs an independent assessment of the threat to the offender, determines that the placement in solitary confinement is necessary to protect the safety of the offender and the offender is placed in solitary confinement only for the duration of the threat.

The requirements of this Section are in alignment with current CoreCivic policy. CoreCivic acknowledges the information in this Section and will comply.

2.9.7 The vendor proposal shall describe how the requirements of this subsection will be accomplished including its practices for controlling and supervising offender movement(s).

Offenders are placed in disciplinary segregation status only after a hearing in which they have been found guilty and sanctioned to disciplinary time by the Disciplinary Hearing Officer/Committee.

Offenders are placed in administrative segregation status as determined by the Warden or designee (not to be delegated below the level of Shift Supervisor/Unit Manager). Circumstances that may warrant administrative segregation placement include, but are not limited to:

- ***Substantiated behavioral history (NOTE: Placement based on behavioral history requires supporting documentation be attached to the offender's Confinement Record)***
  - ***Escape or attempted escape;***
  - ***Homicide, assault, or other violent behavior, or an attempt to threaten or to cause others harm; and/or***
  - ***Criminal record, past behavior at other institutions, or other evidence sufficient to warrant placement;***

- ***The offender's continued presence in the general population poses a substantial risk to another person, self, security or orderly operation of the facility;***
- ***The offender's activity gives a staff member reason to believe that continued presence in general population will result in a riot or a disturbance;***
- ***The offender has been identified as a leader in an insurrection, planning a riot, work stoppage, food strike, security threat group, etc. This may be based on an internal investigative report where reasonable suspicion exists either from staff or confidential sources;***
- ***The offender is an escape threat;***
- ***Based on the results of a classification hearing or investigation with approval of the Warden;***
- ***It is necessary to maintain the integrity of an investigation, i.e., to preserve the integrity of information either in the offender's possession or in another person's possession;***
- ***The offender requires immediate protection from offender(s) in the general population and no reasonable alternatives are available; and/or***
- ***Offenders submitting a written request for protective custody will be placed in administrative segregation pending an investigation to determine if protective custody is warranted and no other reasonable alternatives are available.***

When immediate protection is required and/or protective custody is requested by an offender, an investigation will be initiated within twenty-four (24) hours to determine if protective custody placement is warranted. The Protective Custody Investigation form will be used to document the investigation.

- ***The investigation must be completed within seven (7) days of placement (excluding weekends and holidays) into administrative segregation status.***
- ***The Chief of Security/Unit Management, or higher authority will have forty-eight (48) hours to review the investigation (excluding weekends and holidays) and sign the form.***
- ***After the investigation is complete, the Confinement Review Committee/Official will have seven (7) days (excluding weekends and holidays) to conduct a hearing to finalize placement. NOTE: If the investigation has to be extended, the Warden must approve the extension, in writing.***

Regarding movement inside of the Segregation Unit, all areas will be secured prior to removing the offender from the cell. The offender will be escorted by a minimum of one (1) employee who must maintain physical control of the inmate/resident at all times. When offenders are

moved outside of the unit, Central Control will be notified prior to leaving the Segregation or Restrictive Housing Unit.

General offender movement will be structured in order to ensure the safety, security and accountability of all inmates. Movement from one location to another will be controlled and supervised by staff, including individual and group offender movement to and from work and program assignments. A facility building schedule will govern the allowable times for such movements, including facility activities, meals, recreation, etc. The facility's Central Control officers monitor offender movement through CCTV cameras and provide additional control through the strategic operation of electronically locked gates and doors. General inmate movement procedures are described below.

- ***Offenders will not be allowed to enter any housing unit, cell or pod in which they do not live, unless directed to do so in the course of their assigned job assignment while supervised by a staff member.***
- ***Offender movement to and from the housing units, recreation yard, maintenance and gymnasium will be conducted only during scheduled or emergency mass movements, or with a written and proper pass or under staff escort or for authorized individual appointments.***
- ***Mass movement will not be allowed to begin until all officers have been posted. The officers will remain at their posts until the mass movement has been completed and announced as such.***

2.10 CASE MANAGEMENT

2.10.1 The awarded vendor shall provide basic case management services.

All CoreCivic facilities provide case management services in accordance with ACA standards and requirements of our contract partners. Staff at Saguaro Correctional Center will provide case management services for NDOC offenders in compliance with contract requirements.

2.10.2 Case managers shall document each offender's program status, employment, issues with access to care, face-to-face contacts are to be conducted at least every six (6) months, and any other significant events (e.g., disciplinary issues, offender violence occurrences, etc.) in a manner designated by NDOC in accordance with NDOC AR 506 – Reclassification Schedule.

CoreCivic will comply with the requirements of this Section.

2.10.3 The awarded vendor shall provide monthly reports based on information identified by NDOC upon contract award, or as requested.

CoreCivic will comply with the requirements of this Section.

2.11 SENTENCE CALCULATION

2.11.1 NDOC shall provide the awarded vendor with essential data and information relating to computations of each offender's sentence. This shall include, without limitation, all earned credits and discharge dates in accordance with Nevada state law, NDOC ARs, and the offender's judgment of conviction and sentence.

CoreCivic acknowledges this information.

2.11.2 The awarded vendor shall record each offender's time of confinement. Awarded vendor shall forward any new or unrecorded information relating to the NDOC offender's sentence.

CoreCivic will comply with the requirements of this Section.

2.11.3 The awarded vendor shall report to NDOC the following information for sentence computation purposes of award or forfeiture of earned/good time for eligible offenders: work assignments, program assignments, performance and infractions.

2.11.3.1 The awarded vendor shall assist in providing documents as necessary to ensure compliance with NDOC ARs 563 – Reporting of Inmate Work and Meritorious Credits, 564 – Forfeiture and Restoration of Statutory and Good Time Credits, and 803 – Nevada Department of Corrections Credit Awards.

2.11.3.2 NDOC shall provide the awarded vendor with training on sentence calculation for NDOC offenders.

CoreCivic will comply with all requirements of Section 2.11.3. We are appreciative of the opportunity to receive training directly from NDOC and will participate fully.

2.11.4 The final authority with respect to sentence computation shall rest with NDOC. This is only an administrative responsibility and NDOC shall continue to have all legal responsibility for final determination of earned credits and release dates. Nothing herein shall be construed to eliminate or transfer any responsibility or any duty of NDOC in this regard.

CoreCivic acknowledges this information.

2.11.5 Final sentence computation shall be done by NDOC and communicated to the awarded vendor as modified. NDOC shall provide adjusted release dates no less than monthly to the awarded vendor.

CoreCivic acknowledges this information.

2.12 SANITATION AND HYGIENE REQUIREMENTS

2.12.1 The awarded vendor shall comply with all sanitation, hygiene, and health standards in accordance with NDOC AR 705 – Inmate Grooming and Personal Hygiene.

CoreCivic will comply with the requirements of this Section.

2.12.2 The awarded vendor shall provide adequate space and equipment and offer barbering and hair grooming services to offenders. Hair cutting area(s) shall permit close observation by awarded vendor's staff.

SCC has a barbershop adjacent to each general population (GP) housing unit, which is open Monday-Friday each week from 8am-4pm (except holidays) and operates at no charge to offenders. Offenders in GP units may receive haircuts upon request; the barbershop's central location allows for intermittent supervision by unit officers and unit staff.

Offenders housed in segregation units are allowed a haircut once every 30 days, with direct supervision provided by correctional staff.

2.12.3 Equipment shall be inventoried and secured when not in use, and maintained under proper sanitary conditions.

Proper inventory, storage, and sanitation of barbershop equipment is mandated under current CoreCivic policy.

2.12.4 The awarded vendor shall establish a schedule to provide hygiene supplies to include:

- 2.12.4.1 Toilet paper should be issued in exchange for the empty roll;
- 2.12.4.2 Bar soap should be issued as needed;
- 2.12.4.3 Toothpaste should be issued in exchange for the empty tube;
- 2.12.4.4 Toothbrushes should be issued in exchange for a used toothbrush; and/or
- 2.12.4.5 Razors may be issued as security dictates.

CoreCivic acknowledges all stipulations in Section 2.12.4 and will comply.

2.12.5 The frequency of such issuances may be limited in the event an offender's use of such items is unnecessarily wasteful, as documented.

CoreCivic acknowledges this information and will comply with the requirements of this section.

2.12.6 Offenders shall be provided adequate time and facilities to shower or bathe at a minimum of three (3) times per week. Offenders with work assignments such as food services should be encouraged to maintain proper personal hygiene.

At SCC, shower-to-offender ratios are within ACA standards and are sufficient to permit daily showering by offenders. Proper hygiene for all food service workers, including offenders, is mandated by CoreCivic policy in accordance with state law regarding food handlers.

2.13 LAUNDRY AND CLOTHING REQUIREMENTS

2.13.1 The awarded vendor shall provide offenders with clean bedding, linens, and proper-fitting clothing in accordance with NDOC AR 704 – Laundry and Clothing Procedure.

As stated previously in Section 2.8.2, all offenders are issued clean, laundered clothing and linens upon arrival at Saguaro Correctional Center. We will ensure that all NDOC offenders' initial issue meets or exceeds the requirements of AR 704.

2.13.2 Upon intake, at minimum, offenders shall be issued:

2.13.2.1 Two (2) pants;
2.13.2.2 Two (2) shirts;
2.13.2.3 Two (2) pair of boxer shorts;
2.13.2.4 Two (2) t-shirts;
2.13.2.5 Two (2) pair of socks;
2.13.2.6 One (1) coat, weather-permitting;
2.13.2.7 One (1) pair of tennis shoes; and
2.13.2.8 One (1) laundry bag.

CoreCivic acknowledges the requirements in all of Section 2.13.2, which is in alignment with current written policy.

2.13.3 Offenders shall be issued two sheets, one mattress and one blanket unless medical or security needs dictate otherwise. The awarded vendor shall establish procedures to ensure linens, including towels, can be exchanged at least once per week.

Specifics of initial issue of linens were outlined in Section 2.8.2. CoreCivic will ensure that the initial issue of linens to NDOC offenders meets or exceeds the requirements of the RFP and that all linens are exchanged at least once weekly.

2.13.4 The awarded vendor shall provide laundry services to the offender at no-charge.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.13.5 The awarded vendor shall replace clothing items as the item wears out and provide seasonal changes of clothing and special purpose clothing, including protective clothing for offenders for job assignments when required, and appropriate.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.14 PROPERTY ALLOWANCES

2.14.1 The awarded vendor shall allow offenders to possess personal property in accordance with NDOC AR 711 – Inmate Property.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.14.2 Property exclusions may be granted by NDOC, in writing, based on the awarded vendor's facility security requirements.

CoreCivic acknowledges this information and will comply with the requirements of this Section.

2.14.3 Offenders shall be advised of the awarded vendor's personal property policy during intake.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.14.4 All non-expendable property, legally acquired by the offender while housed with the awarded vendor, is to be recorded on the offender's Personal Property Card by the awarded vendor's designated property staff. Property records should be managed and stored pursuant to subsection 3.57 of this RFP.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.14.5 The awarded vendor shall follow NDOC regulations on disposition of property. Transferring or loaning of property between offenders is not permitted.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.14.6 Offender property lost or damaged, when in control of the awarded vendor, shall be the sole responsibility of the awarded vendor. The awarded vendor shall not unduly delay resolution of property issues.

CoreCivic acknowledges this information and will comply with the requirements of this section.

2.14.7 Offenders may use the grievance procedure to seek reimbursement for any lost or damaged property while under the awarded vendor's supervision. It is the offender's responsibility to file a grievance in accordance with the awarded vendor's grievance procedure.

CoreCivic policy outlines the procedures for filing a claim for lost/damaged property. Offenders are advised of the appropriate procedures to seek reimbursement.

2.14.8 The offender is required to sign a Property Claim Release Agreement in the event personal property reported as lost is located and returned to the offender or a settlement is made with payment in kind or use or with donated property.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.14.9 The vendor proposal shall describe how it will handle offender property, to include property grievances.

Upon admission, each offender receives information regarding allowable personal property. Information may be disseminated using the Allowable Personal Property List or the Offender Handbook. An Allowable Personal Property List is accessible to the offender throughout the period of incarceration. Offenders will be notified of any revisions to the Allowable Personal Property List.

A thorough search of the offender and his possessions will be conducted upon arrival. All allowable property arriving with an offender will be inventoried by the Property Officer or designee and documented on the Allowable Personal Property Inventory/Receipt. Unless a contracting agency form is utilized, the inventory/receipt will include, at a minimum,

the following information (where applicable) for personal athletic shoes, jewelry, and electronic items:

- ***Condition;***
- ***Quantity;***
- ***Color;***
- ***Brand;***
- ***Size; and***
- ***Serial Number.***

The Property Officer or designee ensures that the offender reviews and signs the Personal Property Form. The offender will be provided with a copy of the completed personal property form for verification of approved property. All non-consumable items should be marked with the offender's name and number, unless the item is of a nature, size, or material that cannot be marked.

All non-allowable property is listed on the Disposition of Non-Allowable Property form. The original becomes part of the offender's property file with a copy provided to the offender. Each offender also completes the Property Disclaimer form designating the name and address of the person who is to receive the offender's personal property in the event of the offender's death, property abandonment, or escape. The offender may request to change the original designation at any time, if desired. The Property Disclaimer form becomes part of the offender's property file. Each offender will complete a Property Disclaimer form every time he arrives at the facility, stating that all of his personal property is accounted for and that he understands that it is his own responsibility to keep his cell doors or lockers secured when he leaves his respective housing area. The Property Disclaimer form is placed in the offender's property file.

All facility issued property will be given to the offender and listed on a Facility Issued Property Receipt. At a minimum, the Facility Issued Property Receipt should indicate the size, quantity, and condition (new or used) of facility issued property. The offender will sign for each item issued and will be held liable for any damage to or loss of facility issued property in excess of normal wear and use.

Prior to an offender's release from custody, a complete inventory of the offender's personal property will be conducted by a designated employee. The inventory should be completed in the presence of the offender. The offender will sign the Allowable Personal Property Inventory/Receipt and be given a copy. The original will be maintained by the facility in the permanent property file. All personal property, to include stored property (if any), will be returned to the offender at the time of release. Prescribed health care appliances shall be retained and maintained by offenders upon release. Staff will ensure that all facility property has been

confiscated and does not leave the facility. The offender's trust fund account will be balanced and any available funds will be provided to the offender at the time of release. The facility may allow family members to mail in one (1) set of clothing for use on the day of release. There is no restriction regarding the source of clothing received from family members for this purpose. Release clothing may be mailed to the facility within fourteen (14) calendar days of the release. Offenders who do not have release clothing in storage or mailed in by a family member shall be provided appropriate clothing for release.

At Saguaro Correctional Center, the maximum reimbursable amount for a valid claim is seventy-five dollars ($75) per item, with a total amount not to exceed two hundred dollars ($200). If offenders choose to acquire personal property valued above the maximum reimbursable amount, they do so at their own risk. A claim, if found valid, will only result in the maximum reimbursable amount stated above. In addition to the maximum reimbursable amount, reimbursement may be pro-rated to compensate for the normal wear and tear of offenders' personal property.

Only those items outlined on the Allowable Property list (or contracting agency list, if applicable) will be eligible for claim investigation. Property that has been lost/damaged/stolen due to CoreCivic employee negligence will be eligible for claim investigation. If an offender claims allowable personal property was lost/damaged/stolen, the offender may request a claim investigation by completing Page 1 of the Lost/Damaged/Stolen Personal Property Claim form and forwarding it to the Property Officer or designee. All claims must be submitted within seven (7) calendar days of the incident. Verification of proof of ownership and value must occur immediately upon investigation. The facility will attempt to recover property that has been lost/damaged or has been stolen by other offenders. However, the facility will not be responsible for the reimbursement of those property items unless it is proven through investigation to have been the result of facility negligence.

The Property Officer or designee will assign the claim a number and maintain a Lost/Damaged/Stolen Personal Property Log that includes the following information:

- ***Claim number;***
- ***Date the claim was received;***
- ***Offender's name;***
- ***Offender's number;***
- ***Area where alleged loss/damage/theft occurred;***
- ***Staff member assigned to investigate and date of assignment;***
- ***Disposition of the claim;***
- ***Date of replacement or reimbursement, if applicable;***

- ***Date appealed;***
- ***Disposition of appeal;***
- ***Date of replacement or reimbursement based on appeal, if applicable.***

The Property Officer or designee shall forward the claim to the department head assigned to investigate within three (3) calendar days of receipt. The designated staff member shall complete the investigation within fifteen (15) calendar days of submission. The designated employee will involve the appropriate employees in reaching a determination of the validity of the claim. Once the investigation has been completed, Page 1 and Page 2 of the Lost/Damaged/Stolen Personal Property Claim form and any corresponding paperwork will be returned to the Property Officer or designee for logging.

If the claim proves valid and reimbursement/replacement is recommended, it will be forwarded to the Warden or Administrative Duty Officer who will be the final authority in the award of any compensation. The Warden or Administrative Duty Officer shall review and approve/disapprove the recommendation within seven (7) calendar days of receipt.

Reimbursement shall be issued to the offender within fifteen (15) calendar days of the Warden's approval. In the event unusual circumstances (e.g. inability to contact a critical staff member for the investigation process, facility on lock down status, etc.) prohibit the ability to meet time guidelines, the assigned staff member will provide the offender with written documentation extending the response deadline. At the time of reimbursing funds, the offender will be required to sign the Release of Claims and Receipt form acknowledging receipt of the reimbursement funds.

In the event a claim does not prove valid and replacement/reimbursement is denied, the offender may submit a Denied Property Claim Appeal to the Warden. In the event that an offender chooses to appeal a denied property claim, the offender must complete a Denied Property Claim Appeal and forward it to the Property Officer or designee within seven (7) calendar days of receipt of the denied claim. The Property Officer or designee will forward all Denied Property Claim Appeals received to the Warden for review and response.

The Warden will provide a response within fifteen (15) calendar days of submission. The response will be forwarded to the Property Officer or designee to ensure that the appeal is appropriately logged, filed, and returned to the offender. The Warden's decision is final and concludes

the claim process, unless otherwise specified in the facility management contract.

If property is found to be missing when an offender is received at the facility, the facility will assist the offender in determining what procedures to follow. CoreCivic will not be responsible for property that another facility/agency may have lost or destroyed.

2.15 FOOD SERVICES

2.15.1 The awarded vendor shall provide meals that are nutritionally balanced, well planned, and meets the nationally recommended allowances for basic nutrition in accordance with NDOC AR 269 – Food Services.

The applicable requirements of this Section are in alignment with existing CoreCivic policy.

2.15.2 The awarded vendor shall provide food service for all offenders in accordance with federal, state, and local requirements regarding sanitation, safety, food preparation, handling, serving, storage, and nutritional adequacy.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.15.3 Menus shall meet or exceed the minimum requirements for recommended Dietary Reference Intakes (DRIs) as established by the National Academy of Sciences or other nationally recognized food and nutritional organizations.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.15.4 The awarded vendor's facility will have a four (4) week to six (6) week cycle menu. All menus must be approved by a registered dietitian or nutritionist, and meals shall be prepared in compliance with the approved menus. The awarded vendor shall make available the nutritional value to NDOC offenders upon request.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.15.5 Any changes to the menus, upon approval of the registered dietitian or nutritionist, shall be submitted to NDOC within 72 hours. Nutritional content shall be provided by the awarded vendor to the Nevada Department of Health and Human Services State Medical Director quarterly.

CoreCivic will comply with the requirements of this Section.

2.15.6 Therapeutic/special medical diets shall be provided as prescribed by appropriate clinicians in accordance with NDOC AR 626 – Medical Diets.

CoreCivic will comply with the requirements of this Section.

2.15.7 Religious diets shall be provided to NDOC offenders whose religious beliefs require adherence to religious dietary law in accordance with NDOC ARs 810.3 – Religious Practice Manual and 814 – Inmate Common Fare/Religious Diet. Religious diets shall be approved by the awarded vendor's facility recognized religious authority.

The requirements of this Section are in alignment with existing CoreCivic policy. CoreCivic will make any changes to current policy deemed necessary to clarify compliance with applicable NDOC ARs 810.3 and 814.

2.15.8 Pork, including pork derivatives, shall not be used.

Saguaro Correctional Center is contractually obligated to provide pork products to its State of Hawaii population on a regular basis. When pork products are scheduled to be served, a pork-free alternative will be provided to NDOC offenders.

2.15.9 The awarded vendor may provide a special meal for the following holidays:

2.15.9.1 New Year's Day;
2.15.9.2 Fourth of July;
2.15.9.3 Feast of Eid (Day after the end of Ramadan);
2.15.9.4 Thanksgiving; and/or
2.15.9.5 Holiday (End of December).

Please see our response in Section 2.15.10 below.

2.15.10 The vendor proposal shall describe its meal schedule, frequency of meals, time allotted to consume meals, where meals are served, provision of special or holiday meals, and meals for restrictive housing unit(s), nutritional and caloric menu composition, and special or therapeutic diets.

Nutritional adequacy of menus, to include therapeutic/special diets and religious diets, are reviewed and signed at least annually by a qualified nutritionist or dietitian to ensure menus meet nationally recommended allowances for basic nutrition for appropriate age groups.

SCC has a registered or licensed dietitian review regular and medical diets for nutritional adequacy at least every six (6) months and whenever a

substantial change in the menus is made. Review may take place through a documented on-site visit or by written consultation. Either way, written documentation of menu reviews includes the date, signature, and title of the consulting dietitian(s).

Menu evaluations are conducted at least quarterly by the Food Service Manager to verify adherence to established basic daily servings. Menu evaluations include a review of the quarter's Menu Substitution Logs. Nutritional adequacy, as adjusted for age, sex, and activity, must meet or exceed the recommended nutritional adequacies published by the National Academy of Sciences.

All menus and special diets are planned, dated, and available for review at least one (1) week in advance.

- ***The master-cycle menu is posted in the Food Service Department.***
- ***Meals must substantially follow the menu plan.***
- ***In preparation of all meals, consideration is given to food flavor, texture, temperature, appearance, palatability, and culturally diverse populations.***

In the event menu substitutions are required, the Food Service Manager or designated supervisor will contact the Warden or designee (during normal business hours) or the Administrative Duty Officer (after hours) via telephone a minimum of two (2) meal periods prior to the substitution. Menu substitutions will provide equal nutritional value. The Menu Substitution Notification will be completed electronically and e-mailed to the Warden and the individual contacted prior to completion of the shift.

Menu substitutions are documented on the Menu Substitution Log and forwarded to the Warden or designee for review and signature monthly. A copy of the completed Menu Substitution Log is kept in the Food Service Department. Menu substitutions must provide equal nutritional value.

Food shall be served as soon as possible after preparation and at an appropriate temperature. At least three (3) meals (including two (2) hot meals) shall be provided at regular meal times during each twenty-four (24) hour period, with no more than fourteen (14) hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food service demands provided basic nutritional goals are met. Sack meals may not be served for more than one (1) meal daily, unless security issues require such action.

Offenders in segregation shall be served the same food as the general population. Alternative meal service may be provided to an offender in segregation who uses food or food service equipment in a manner that is hazardous to self, employees, or other offenders. Alternative meal service

is on an individual basis, is based on health or safety considerations only, meets basic nutritional requirements, and occurs with the written approval of the Warden or designee and responsible health authority or designee. The substitution period shall not exceed seven (7) days.

Therapeutic/special diets shall be provided as prescribed by appropriate clinicians. Therapeutic/special diets are prepared and served to offenders according to the orders of the treating clinician or as directed by the responsible health authority. Prescriptions for therapeutic/special diets should be specific and complete (i.e. include the type of diet, the duration for which it is to be provided, and special instructions, if any), furnished in writing, on the Therapeutic/Special Diet Request form, electronic diet report, or similar contracting agency form (if required), to the Food Service Manager. Therapeutic/special diets are kept as simple as possible and conform as closely as possible to the food served other offenders. Therapeutic/special diets are rewritten annually.

A copy of each Therapeutic/Special Diet Request form, electronic diet report, or similar contracting agency form (if required), is maintained in the Food Service Department for the duration of the prescribed therapeutic/special diet. On a weekly basis, the Health Services Administrator (HSA) or designee ensures that the Food Service Manager is provided an updated therapeutic diet roster or electronic equivalent.

Offenders on any therapeutic/special diet are monitored regularly to ensure compliance with the prescribed diet. When offenders refuse prescribed diets, the Health Services Department is notified so that follow-up nutritional counseling can be provided.

A therapeutic/special diet manual is available in the health services and food services areas for reference and information. Workers who prepare therapeutic/special diets are trained in preparing the diets, including appropriate substitutions and portions.

Religious diets are provided for offenders whose religious beliefs require adherence to religious dietary laws. Religious diets are subject to approval by the Chaplain. In the Chaplain's absence, the Warden may authorize a qualified individual to approve religious diets. Religious diet approvals should be specific and complete, and furnished to the Food Service Manager, via email, as approved. Religious diets should be kept as simple as possible and should conform as closely as possible to the food served other offenders.

Once an offender has been placed on a religious diet, the Religious Diet List will be updated. By the 5th day of each month, the Chaplain will review and update the Religious Diet List and email a copy to the Food

Service Manager. Requests for special religious observance meals are requested through the Chaplain 30 days prior to planned event and must be approved by the Chaplain and the Warden.

Current SCC Food Service policy mandates the serving of special/holiday meals on the following holidays:

- ***New Year's Day;***
- ***Martin Luther King Day;***
- ***Presidents' Day;***
- ***Prince Kuhio Day (March 26);***
- ***Memorial Day;***
- ***King Kamehameha Day (June 11);***
- ***Independence Day;***
- ***Hawaii Statehood Day (3rd Friday in August);***
- ***Labor Day;***
- ***Columbus Day (2nd Monday in October);***
- ***Veterans' Day;***
- ***Thanksgiving; and***
- ***Christmas;***

The facility policy can be amended to allow for changes and/or additions in order to meet the cultural needs of significant NDOC populations.

Meals are prepared, delivered, and served under staff supervision. Meals are served in a central dining hall for all general population offenders except when security or safety considerations justify otherwise. Offenders in restricted housing units (RHUs) or segregation units are satellite-fed in the housing units. All offenders, except those on therapeutic/special diets, religious diets, or alternative meal service, are issued the same meals.

Facility security/program personnel are responsible for offender management and supervision of the dining areas during meal services. Normal meal time is not less than 30 minutes. Food is not used as a disciplinary measure. Food is not withheld, nor the standard menu varied, as a disciplinary sanction for an individual offender. This does not preclude rewarding groups of offenders with special foods in return for special services or under special circumstances.

Offenders in RHU/segregation shall not have their meal portions increased or decreased based on behavior. Variances may be made for emergency and/or security reasons.

2.16 HEALTHCARE SERVICES

2.16.1 The awarded vendor shall provide healthcare, dental, pharmaceutical, and mental health care services delivered by licensed healthcare staff overseen

by a healthcare administrator in accordance with all applicable federal, state, and local laws and regulations, the National Commission on Correctional Health Care (NCCHC) Standards, NDOC ARs 600 Series – Health Care Services and NDOC Medical Directives.

The requirements of this Section are in alignment with existing CoreCivic policy. CoreCivic healthcare policies comply with ACA and NCCHC standards. We will make any changes to current policy deemed necessary to ensure compliance with applicable NDOC ARs 600 Series and Medical Directives.

2.16.1.1 The awarded vendor may use their own medical forms and documentation to provide services to NDOC offenders.

CoreCivic utilizes AllScripts at Saguaro Correctional Center and plans to use the same system in the treatment of NDOC offenders. We will share with NDOC any information regarding medical care of its offenders in accordance with HIPAA, ACA standards, and NDOC ARs.

2.16.2 The awarded vendor's healthcare program shall provide NDOC offenders with healthcare services that consist of, at a minimum, the following:

2.16.2.1 Diagnostic and intake/screening services;
2.16.2.2 Primary care services, including sick call to general and lockdown populations;
2.16.2.3 Emergency care services;
2.16.2.4 Chronic disease care services;
2.16.2.5 Pharmacy services;
2.16.2.6 Medical diets;
2.16.2.7 Dental services;
2.16.2.8 Vision services;
2.16.2.9 Mental and behavioral health services;
2.16.2.10 Suicide prevention; and
2.16.2.11 Care for infectious diseases.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.16.3 All health services employees must practice only within the scope of their license.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.16.4 The awarded vendor shall bear all costs associated with healthcare services provided to NDOC offenders, including any emergency transportation and/or medical services, as part of this RFP.

2.16.4.1 NDOC shall not transfer any offender in active treatment for Cancer, End Stage Renal Disease, Severe and Persistent Mental Illness, Hepatitis C, HIV/AIDS or scheduled medical or surgical procedures.

CoreCivic acknowledges the information contained in this Section.

2.16.5 The vendor proposal shall describe how the requirements of the healthcare program subsections will be accomplished, to include staffing to meet the requirements herein and credentials, licensures, and minimum qualifications for each position.

CoreCivic's Facility Support Center (FSC) provides each facility with an approved staffing pattern. The Health Services Administrator (HSA) is responsible for conducting an annual review of the staffing pattern in regards to the Health Services Department. Requests for revisions to the health services department staffing levels are submitted to the Warden for review. All staffing pattern revisions require approval from the Facility Support Center.

The HSA or his/her designee is available on call 24 hours per day. Nursing coverage is provided at Saguaro Correctional Center 24 hours per day, seven days per week. SCC is currently fully-staffed; no additional personnel will be necessary to meet the requirements of this RFP.

At a minimum, providers wishing to perform services for CoreCivic must meet the following qualifications:

- ***Completion of post graduate education.***
- ***Compliance with professional liability insurance requirements for contract providers as outlined in CoreCivic policy and/or contract provisions.***
- ***Possession of a current, active, and unrestricted license to practice medicine.***
- ***Specialty board certification or board admissibility.***
- ***Ability to safely and competently meet the obligations of the medical staff classification requested; and demonstration to the satisfaction of the Credentialing/Privileging Committee that health care within the standards of care can be provided. At the discretion of the Credentialing/Privileging Committee, when additional peer resources***

are necessary to evaluate the candidate, referral to the PPEC shall occur.

- ***Willingness to properly discharge responsibilities.***
- ***Satisfaction of any conflict of interest or other administrative requirements established by CoreCivic.***
- ***An ability and willingness to work cooperatively with other providers and staff in a professional manner and in compliance with established policies.***
- ***Education, training, experience, and demonstration of experience utilizing sound clinical judgment to warrant clinical privileges requested.***
- ***Compliance with any other criteria for eligibility determined applicable by state, federal, local, or contract regulations.***

The credentialing process includes verification through the appropriate primary sources of the individual's:

- ***professional education,***
- ***training,***
- ***licensure,***
- ***certification and review of health status,***
- ***previous experience (including gaps in training and employment of greater than three (3) months),***
- ***clinical privileges,***
- ***professional references,***
- ***malpractice history,***
- ***criminal history and adverse licensing board actions.***

Before making recommendations about an individual's ability to provide care, all information obtained through the credentialing process is carefully reviewed and considered before employment and privilege decisions are made.

Steps for assessing qualifications include the following:

- ***As a preliminary consideration, each candidate shall be pre-screened for facility specific and/or contractual requirements, to include current proficiency in core privileges, as set forth in the Practitioner Applicant Interview form.***
- ***Following completion of the pre-screening interview, the candidate is referred to the CoreCivic Chief Medical Officer (CMO) for interview.***
- ***If the CoreCivic CMO recommends that the candidate progress through the credentialing process, the candidate shall complete the Credentialing Application and provide evidence of licensure, registration, certification and/or relevant credentials throughout the credentialing process as requested.***

- ***The completed Credentialing Application and all supporting documentation must be sent to the CoreCivic/FSC Director, Clinical Services or designee. Upon receipt, the CoreCivic/FSC Director, Clinical Services or designee will verify that the application is complete and all supporting documentation is included. The entire packet of information will be forwarded to the company's outside credentialing source.***
- ***The outside credentialing source will be responsible for:***
  - ***Ensuring the applicant meets the credentialing criteria to include:***
    - ***Evidence of specialty certification.***
    - ***Evidence of full, active, current, and unrestricted licensure.***
    - ***Evidence of unrestricted Drug Enforcement Administration (DEA) Certificate.***
    - ***Evidence of State and Federal Controlled Substances Registration Certificate (if applicable).***
    - ***Evidence of employment histories and pre-employment references.***
    - ***Submission of malpractice claims (if applicable).***
    - ***Submission of sanction activity by Medicare/Medicaid (presence of exclusions, if applicable).***
  - ***Performing a verification of medical/dental credentials to include, but not limited to:***
    - ***Professional experience via Curriculum Vitae/resume***
    - ***Medical or dental education/graduate and post-graduate degree/program certification via American Medical Association (AMA)/American Osteopathic Information Association (AOIA)/Degree Verify/Degree Check Online Profile(s).***
    - ***Internship/Residency/Fellowship medical training via AMA/AOA.***
    - ***Board certification (MD & DO) via American Board of Medical Specialties (ABMS).***
    - ***National Provider Data Bank (NPDB) and Health Care Integrity and Protection Data Bank (HIPDB) sanction query.***
    - ***Office of Inspector General (OIG)/Excluded Parties List System (EPLS) sanction queries.***
    - ***State medical license.***
    - ***DEA license via National Technical Information Services (NTIS).***
    - ***Letters of Professional Reference: Three (3) professional references are required from professional individuals with knowledge of the candidate's practice. The letters must include:***

- ***The number and types of procedures performed, range of cases managed, and appropriateness of care offered, outcomes of care provided, etc.***
- ***The applicant's clinical judgment and technical skills as reflected in results of quality improvement activities, peer review and/or references, as appropriate.***
  - ***Letter of Competency/Peer Review.***
  - ***Letter of good standing.***
- ***Notifying the CoreCivic/FSC Director, Clinical Services in the event a provider's professional liability insurance, DEA certificate, and/or licensure have expired.***
- ***Sending a complete profile, along with supporting documentation, of the verification to the CoreCivic/FSC Director, Clinical Services.***

- ***The CoreCivic/FSC Director, Clinical Services will review all information received from the outside credentialing source. The purpose of the review will be to ensure that all medical/dental credentials have been verified by the outside credentialing source and the documents are in compliance with CoreCivic's recognized accrediting standards (i.e. ACA, NCCHC, JCAHO).***
- ***Once verified by the CoreCivic/FSC Director, Clinical Services, all information will be presented to the Credentialing/Privileging Committee for review.***
- ***The Credentialing/Privileging Committee will review the packet and determine if there are any areas of concern presented in the profile from outside credentialing source. If there are no areas of concern presented, then the Credentialing/Privileging Committee quorum has the authority to recommend that the candidate clearly meets all established credentialing criteria and is eligible for privileging and hire.***

2.17 INTAKE/SCREENING

During the intake process, medical, dental and mental health screenings shall be conducted by qualified healthcare professionals. Offenders will receive verbal and written instructions explaining access to health care services by designated medical staff.

As stated previously in Section 2.8.2, all offenders are provided with medical, dental, and mental health screenings upon arrival at Saguaro Correctional Center and are provided verbal and written instructions explaining access to health care during the orientation process. All screenings and medical/dental/mental health services are provided by designated medical staff in accordance with ACA and NCCHC standards.

2.18 CONSENT TO CARE

2.18.1 Offenders shall be informed of the medical treatment and procedures to be performed and their consent will be obtained prior to its initiation in accordance with NDOC AR 638 – Consent/ Refusal of Treatment.

CoreCivic will comply with the requirements of this Section.

2.18.2 A signed consent shall not be required for routine medical treatment.

The information in this Section is in alignment with current CoreCivic policy.

2.18.3 In life threatening situations where consent cannot be obtained prior to the initiation of treatment to sustain life, emergency treatment may be initiated without consent.

CoreCivic acknowledges the information contained in this Section and will comply.

2.18.4 The offender shall sign a written consent form authorizing the treatment prior to receiving any type of invasive procedure or treatment beyond that of venipuncture and mandatory testing.

2.18.4.1 A member of the health care staff shall also sign the form as a witness to the consent and then file the completed form in the offender's medical records.

2.18.4.2 Offenders are not allowed to witness consent forms.

2.18.4.3 When an offender consents verbally to procedures, but refuses to sign the consent form, two health care staff shall sign witnessing the offender's verbal consent then file the completed form in the offender's medical records.

Current SCC policy regards refusal to sign a consent form as denial of consent for medical care, regardless of verbal affirmation and is treated similarly to a denial of consent in non-emergent situations. CoreCivic is willing to discuss the requirements of this Section with NDOC representatives in order to reach a mutually-agreeable policy.

2.18.5 When an offender refuses treatment, a Release of Liability form will be completed. A member of the health care staff shall witness the completion of the form.

2.18.5.1 When an offender refuses to sign the Release of Liability form, two health care staff will write "Offender refuses to

sign" and witness the form then file the completed form in the offender's medical records.

2.18.5.2 In addition to placing the refusal form in the medical records, documentation will be made in the Progress Notes the medical record and in the awarded vendor's monthly report to NDOC.

The requirements of this Section are in alignment with current CoreCivic policy.

2.19 PRIMARY CARE SERVICES

2.19.1 All offenders shall be provided the opportunities to report medical illness or other health problems. Offenders housed in a segregated area will be visited each day by a nurse to observe the offenders and collect any medically-related kites.

All offenders have the opportunity to initiate requests for health services on a daily basis. These requests are triaged daily by health care professionals or health trained personnel and are documented and reviewed for immediacy of need and the intervention required. A priority system is used to schedule clinical services. Clinical services are available to offenders in a clinical setting at least five (5) days a week and are performed by a health care physician or other qualified health care professional.

All offenders are informed about how to access health services and the grievance system upon arrival at the facility. This information is communicated orally and in writing, and is conveyed in a language that is easily understood by each offender. The information is translated into those languages spoken by significant numbers of offenders. When a literacy problem prevents an offender from understanding written

2.19.2 No inmate will be refused sick call for financial reasons.

This is in alignment with current CoreCivic policy.

2.19.3 Any referral for non-emergency outside medical treatment should be referred to NDOC for review and decision for medical treatment.

CoreCivic acknowledges the information in this section and will comply.

2.20 EMERGENCY CARE SERVICES

2.20.1 The Vendor's emergency medical response procedures shall be provided in accordance with NDOC AR 630 – Emergency Medical Response Procedure.

CoreCivic's Medical Emergency Response policy is written in accordance with ACA, NCCHC and The Joint Commission on Accreditation of Health Care Organizations (JCAHO) standards. This policy can be amended if necessary to clarify its conformance with NDOC AR 630.

2.20.2 The awarded vendor's medical staff will manage the medical aspects of an offender's medical emergency, including orders for transfer via ground or air transportation. The awarded vendor's custody staff will manage the security for the medical emergency, including security and protection of medical staff, the injured or ill offender and any non-awarded vendor medical staff.

CoreCivic acknowledges the information in this section and will manage all medical emergencies in accordance with established medical and security policies.

2.21 CHRONIC DISEASE CARE SERVICES

2.21.1 The awarded vendor's healthcare program shall ensure that offenders requiring chronic diseases receive periodic follow-up, evaluation, treatment, and education about the preventive activities available in accordance with NDOC AR 625 – Special Health Care Needs and NDOC Medical Directive 447 – Chronic Disease Management.

CoreCivic's Chronic Care and Disease Management policies are written in compliance with ACA, NCCHC, and JCAHO standards. The policy at SCC can be amended to further demonstrate compliance with NDOC AR 625 and Medical Directive 447 if necessary.

2.21.2 If known by NDOC, an offender with chronic conditions shall be identified to the awarded vendor upon transfer. If an offender is identified as having a chronic disease (CD) during the course of his incarceration with the awarded vendor, the first visit to a CD clinic shall be scheduled within 30 days of placement at the awarded vendor's facility.

The requirements in this section are in alignment with current CoreCivic policy.

2.21.3 The offender shall be evaluated every three (3) months in CD clinics or more frequently if clinically indicated. The chronic disease clinics shall include at a minimum: asthma, diabetes, cardiac conditions, hypertension, human immunodeficiency virus (HIV/AIDS), Hepatitis B and C, seizure disorders, and tuberculosis.

At a minimum, each CoreCivic facility, including SCC, has a chronic care clinic for the following chronic medical conditions:

- ***Cardiovascular Disease;***
- ***Pulmonary Disease (e.g. asthma, COPD, bronchitis, etc.);***
- ***Diabetes Management;***
- ***Infectious Diseases (HIV, STD's, TB, and Viral Hepatitis);***
- ***General Medicine (Ulcer Disease, Thyroid Disease, Glaucoma, Inflammatory Arthritis, Chronic Liver Disease, Systemic Lupus Erythematosus, Chronic Pancreatitis, Colitis, etc.);***
- ***Mental Illnesses;***
- ***Seizure Disorder;***
- ***Sickle Cell; and***
- ***Hepatitis A, B, & C.***

2.21.4 The awarded vendor shall follow the most current NCCHC Standards and Centers for Disease Control (CDC) guidelines for testing and treatment as applicable for individuals in any of these categories as well as the Federal Bureau Prisons Clinical guidelines in determining treatment for inmates with Hepatitis C.

The requirements in this section are in alignment with current CoreCivic policy.

2.21.5 The awarded vendor shall notify NDOC when an offender is diagnosed with HIV or Hepatitis C while at the awarded vendor's facility, and coordinate all resulting transfers. The awarded vendor, upon approval from NDOC, may return an offender diagnosed with HIV infection or Hepatitis C to NDOC at the awarded vendor's expense.

CoreCivic acknowledges the information in this section and will comply.

2.22 PHARMACY SERVICES

The awarded vendor shall provide pharmaceutical services to offenders including over-the-counter medications in accordance with NDOC Medical Directives 500 Series – Pharmacy/Medication Guidelines.

CoreCivic's Pharmaceuticals policies are written in compliance with ACA, NCCHC, and JCAHO standards. The policy at SCC can be amended to further demonstrate compliance with NDOC Medical Directives 500 Series if necessary.

2.23 MEDICAL DIETS

The awarded vendor shall provide therapeutic diets services to offenders in accordance with NDOC AR 616 – Medical Diets.

CoreCivic will comply. Please see our detailed response in Section 2.15.10.

2.24 DENTAL SERVICES

2.24.1 The awarded vendor shall provide dental services to NDOC offenders in accordance with NDOC AR 631 – Dental Services.

CoreCivic's Dental Care policies are written in compliance with ACA, NCCHC, and JCAHO standards. The policy at SCC can be amended to further demonstrate compliance with NDOC ARs if necessary.

2.24.2 Services consist of a dental hygiene exam annually upon request of the offender. The awarded vendor shall provide fillings, extractions, prosthetics if required for mastication and some endodontics on a case-by-case basis.

CoreCivic acknowledges the information in this section and will comply.

2.25 VISION SERVICES

The awarded vendor shall provide vision services, including optometry exams with corrective lenses and frames every two (2) years, in accordance with NDOC Medical Directive 123 – Vision Assistance.

CoreCivic acknowledges the information in this section and will comply.

2.26 MENTAL HEALTH SERVICES

2.26.1 The awarded vendor shall provide mental and behavioral health care services for all NDOC offenders who need those services in accordance with NDOC AR 643 – Mental Health Services.

CoreCivic's Mental Health Care policies are written in compliance with ACA, NCCHC, and JCAHO standards. The policy at SCC can be amended to further demonstrate compliance with NDOC AR 643 if necessary.

2.26.2 Mental health care, at a minimum, shall include crisis intervention, individual and/or group therapy, and psychotropic medication management.

SCC's basic on-site mental health care services include, at a minimum:

- ***Screening for mental health problems on intake;***
- ***Outpatient services for the detection, referral, diagnosis, and treatment of mental illness;***
- ***Crisis intervention services and the management of acute psychiatric deterioration in the correctional setting;***
- ***Psychotropic medication management, when indicated;***
- ***Individual counseling, group counseling, and psychosocial/psychoeducational programs;***
- ***Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting;***
- ***Procedures for obtaining and documenting informed consent; and***
- ***Treatment documentation and follow-up.***

2.26.3 The awarded vendor's mental and behavioral health licensed staff shall be responsible to screen and evaluate NDOC offenders for mental illnesses, identify and manage acute problems, and respond to and manage NDOC offenders who present risk of self-injury to include continuous observation in a "suicide proof" medical observation cell.

The requirements in this section are in alignment with current CoreCivic policy.

2.26.4 The awarded vendor's mental health program shall provide access to a Ph.D. licensed psychologist and a psychiatrist for consultative and prescriptive services. All mental and behavioral health services shall be provided in accordance with NCCHC Standards for Mental Health Services in Correctional Facilities.

CoreCivic acknowledges the information contained in this Section.

2.27 SUICIDE PREVENTION

2.27.1 Upon intake, offenders shall receive a mental health screening to include mental health history, suicide potential, and evidence of serious mental illness or acute mental health urgency in accordance with NDOC AR 645 – Suicide Prevention.

The requirements in this section are in alignment with current CoreCivic policy. The policy at SCC can be amended to further demonstrate compliance with NDOC AR 645 if necessary.

2.27.2 The awarded vendor's staff having direct contact with offenders will receive training to include suicide prevention with emphasis on identification of the potentially suicidal offender.

All CoreCivic facility staff, regardless of position, receive annual training in suicide prevention, with emphasis on identification of the potentially suicidal offender.

2.27.3 Offenders with significant potential for self-harm should be referred promptly to a mental health professional for evaluation.

The requirements in this section are in alignment with current CoreCivic policy.

2.27.4 Offenders who pose a threat for serious injurious behavior should be assigned to appropriate housing for continuous observation, until seen by a mental health professional for evaluation and treatment plan.

The requirements in this section are in alignment with current CoreCivic policy.

2.27.5 Other offenders should not be used as a substitute for awarded vendor's staff supervision or observation.

The requirements in this section are in alignment with current CoreCivic policy.

2.28 CARE FOR INFECTIOUS DISEASES

The awarded vendor shall establish procedures, collect data and provide resources to the facility and offenders in accordance with Centers for Disease Control and Prevention (CDC) for Standard (Universal) Precautions, NDOC AR 621 – Infectious Diseases and NDOC Medical Directives 200 Series – Infectious Disease and Infection Control.

CoreCivic's Infection Control policies are written in compliance with ACA, NCCHC, and JCAHO standards. The policy at SCC can be amended to further demonstrate compliance with NDOC AR 621 if necessary.

2.29 MEDICAL RECORDS

2.29.1 NDOC maintains medical, dental and mental health and substance abuse records for each offender throughout the period of incarceration. The awarded vendor must maintain offender medical records in accordance with NDOC AR 639 – Medical Records. The awarded vendor must ensure all records are maintained under the federal privacy rules for personal health information.

CoreCivic's Medical Records policies are written in compliance with ACA, NCCHC, and JCAHO standards. The policy at SCC can be amended to further demonstrate compliance with NDOC AR 639 if necessary.

2.29.2 All medical records, including all imaging, are the property of NDOC.

CoreCivic acknowledges the information in this section.

2.29.3 The awarded vendor shall ensure compliance with laws and standards regarding confidentiality, informed consent and refusal, and access/disclosure.

CoreCivic's written policies regarding confidentiality, informed consent and refusal, and access/disclosure in compliance with ACA, NCCHC, and JCAHO standards, as well as federal and state law. The policy at SCC can be amended to further demonstrate compliance with Nevada law if necessary.

2.29.4 Medical records will be maintained in secure files and will only be handled by the awarded vendor's authorized medical division staff and the following persons:

- 2.29.4.1 NDOC Director;
- 2.29.4.2 NDOC Deputy Directors;
- 2.29.4.3 NDOC Medical Director;
- 2.29.4.4 Nevada Attorney General's Office staff; and
- 2.29.4.5 Other staff as authorized by NDOC Director or Medical Director.

The requirements in this section are in alignment with current CoreCivic policy.

2.29.5 Medical information such as progress notes, laboratory and radiology results, and other pertinent information shall be made available to authorized staff and practitioners of the awarded vendor and NDOC.

CoreCivic acknowledges the requirements of this section and will comply.

2.29.6 Offenders are not allowed to access other offenders' medical records.

The requirements in this section are in alignment with current CoreCivic policy.

2.29.7 Medical information should only be released to outside healthcare providers with a written Consent to Release of Medical Information authorization from the offender, except for pertinent copies of the offender's medical records sent for approved outside consultations at the request of the awarded vendor's physicians or as required by law.

The requirements in this section are in alignment with current CoreCivic policy.

2.29.8 Where required by law, appropriate public health agencies will be notified of reportable diseases.

The requirements in this section are in alignment with current CoreCivic policy.

2.29.9 Offender's attorneys may obtain a copy of the awarded vendor's medical records with written request and authorization by the offender.

The requirements in this section are in alignment with current CoreCivic policy.

2.29.10 Offenders are not constitutionally entitled to free copies of their medical information. Offenders may request limited copies of medical records for legal purposes by submitting an authorization form for the cost of the copies requested.

2.29.10.1 To receive the requested copies, offenders must have sufficient funds in their Trust Account to pay for the cost of the copies requested.

2.29.10.2 Copies should be charged to the requesting attorney or offender at a rate set by Nevada Revised Statute (NRS) 629.061.

The requirements in this section are in alignment with current CoreCivic policy. The policy at SCC can be amended to further demonstrate compliance with Nevada law if necessary.

2.29.11 Original medical records shall not be sent to outside agencies unless ordered by the court. In the event original records are ordered in cases of litigation, they should be hand-delivered by authorized awarded vendor's staff.

CoreCivic acknowledges the requirements of this section and will comply.

2.29.12 Offender review of medical records will be performed in accordance with NDOC AR 639.03.

The requirements in this section are in alignment with current CoreCivic policy. The policy at SCC can be amended to further demonstrate compliance with NDOC AR 639.03 if necessary.

2.30 MAIL ACCESS

2.30.1 The awarded vendor shall handle and provide delivery of offender mail and correspondence in accordance with the NDOC AR 750 – Inmate General Correspondence and Mail.

The requirements of this Section are in alignment with existing CoreCivic policy. CoreCivic will make any changes to current policy to clarify compliance with applicable NDOC AR 750 if necessary.

2.30.2 All mail shall be processed pursuant to federal and State and Occupational Safety and Health Administration (OSHA) biohazard guidelines and procedures.

The requirements of this Section are in alignment with existing CoreCivic policy. CoreCivic will make any changes to current policy deemed necessary to further clarify compliance with OSHA biohazard guidelines and procedures.

2.30.3 The awarded vendor will designate a secure mailroom location, including a secure area(s) and/or secure mailboxes for outgoing offender mail. No mail will be left on tables or other areas unattended where offenders have access.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.4 Mail must only be collected by the awarded vendor's staff. A set schedule of mail collection will be established and should be discussed to offenders upon intake.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.5 No personal delivery of offender mail and correspondence will be authorized except when legal requirements require delivery to be made in-person.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.6 There are no limits on the number of letters an inmate may send or receive, except as specifically authorized in NDOC AR 750.

The requirements of this Section are in alignment with existing CoreCivic policy. CoreCivic will make any changes to current policy deemed necessary to clarify compliance with NDOC AR 750.

2.30.7 The following records shall be maintained by the awarded vendor:

- 2.30.7.1 A log shall be kept of all incoming and outgoing registered, insured and certified mail;
- 2.30.7.2 A log shall be kept of all unauthorized mail;
- 2.30.7.3 A log shall be kept of all offender-to-offender approved correspondence;
- 2.30.7.4 A log shall be kept of all rejected mail; and
- 2.30.7.5 A log shall be kept of all mail that is monitored.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.8 Violations of rules or policies governing mail procedures may result in suspension or termination of correspondence between specific parties involved.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.9 The awarded vendor shall establish a process for review of questionable mail received.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.10 Mail items that contain matter detrimental to security, good order or discipline of the awarded vendor's facility, or that facilitate criminal activity are prohibited.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.11 An offender shall be notified when mail has been prohibited.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.12 All outgoing mail must be properly addressed and must have the offender's name, offender's number, and the awarded vendor's facility's name and address in the return address portion of the envelope.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.13 Indigent NDOC offenders shall be provided with supplies for correspondence for two (2) one (1) ounce first class letters per week. The

awarded vendor cannot recoup costs pertaining to these indigent mailing supplies.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.14 Indigent-at-the-moment offenders are not eligible for free personal letters and will be expected to repay the postage costs from appropriate incoming funds.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.15 No request for mailing of verified legal pleadings will be denied under this provision regardless of postage limit or financial status of the offender. The awarded vendor may recoup legal postage fees of the offender from applicable incoming funds in accordance with NRS 209.221 and 209.246.

The requirements of this Section are in alignment with existing CoreCivic policy. CoreCivic will make any changes to current policy deemed necessary to ensure compliance with NRS 209.221 and 209.246.

2.30.16 Non-confidential offender mail, incoming or outgoing, is subject to being inspection by designated staff for contraband and upon reasonable suspicion that the item contains restricted matter.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.30.17 All incoming and outgoing mail and packages shall be searched for contraband.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.31 TELECOMMUNICATIONS ACCESS

2.31.1 The awarded vendor shall provide telecommunication access to offenders in accordance with NDOC AR 718 – Inmate Personal Telephone Usage.

The requirements in this section are in alignment with current CoreCivic policy. The policy at SCC can be amended to further demonstrate compliance with NDOC AR 718 if necessary.

2.31.2 Local and long distance calls will be available through a third-party inmate telephone system vendor. Collect, pre-paid collect and debit services shall

be offered. Telephone rates must be charged in accordance with federal laws and regulations, and must be approved by NDOC.

The requirements in this section are in alignment with current CoreCivic policy.

2.31.3 Telephone calls, except approved calls between offenders and his attorney/legal representative, must be monitored and/or recorded. Any telephone call terminated by the awarded vendor's facility's staff must be documented.

The requirements in this section are in alignment with current CoreCivic policy.

2.31.4 The awarded vendor shall determine the maximum amount of the time allowed for each personal call.

The requirements of this Section are in alignment with existing CoreCivic policy.

2.31.5 NDOC offenders shall not use the awarded vendor's facility phones except as follows:

- 2.31.5.1 To confirm a death or serious illness in their immediate family and under the direct supervision of a staff member;
- 2.31.5.2 Part of a job assignment; or
- 2.31.5.3 Approved by the awarded vendor's facility warden and under the direct supervision of a staff member.

CoreCivic acknowledges the information in this Section and will comply.

2.31.6 If the awarded vendor earns commissions for its inmate telephone system, revenues shall be used to pay all operating expenses directly related to offering the telecommunication services. Any remaining profits shall be used to establish an Offender Welfare Account Fund as described in subsection 3.34 of this RFP.

CoreCivic does not receive commissions from its inmate telephone system provider at SCC.

2.31.7 The awarded vendor shall provide monthly inmate telephone system commission reports to NDOC.

This Section is not applicable, based on the information in 2.31.6 above.

2.32 VISITATION ACCESS

2.32.1 The awarded vendor shall provide the opportunity, physical space, furniture, equipment, and supervision for visitation, including attorney visitations, in accordance with NDOC AR 719 – Inmate Visitation.

CoreCivic acknowledges the information in this Section and will comply.

2.32.2 Face-to-face visitation for approved visitors shall be provided unless individual security concerns dictate otherwise. Visitors on NDOC's approved visitors list shall be approved by the awarded vendor unless security concerns indicate otherwise.

2.32.2.1 The awarded vendor shall adopt flexible visiting policies for approved visitors traveling from out of state. Minimum hours of visitation shall be consistent with NDOC regulations.

2.32.2.2 Visitation space shall be the expense and obligation of the awarded vendor.

CoreCivic acknowledges the information in this Section and will comply.

2.32.3 The awarded vendor shall provide video visitation services. Video visitation rates must be charged in accordance with federal laws and regulations, and must be approved by NDOC.

Each unit at SCC is equipped with a video visitation room. These units are equipped with Polycom-based secure visitation units (similar to those used in other CoreCivic facilities), and are operated in accordance with all federal laws, regulations, and contract requirements.

2.32.4 The vendor proposal shall describe how it will meet the requirements for offender access to visiting, the frequency and whether it is face-to-face contact or video contact.

SCC currently has a designated area where offenders may accept visitors. The number of visitors an offender may receive and the length of visits are limited only by facility schedules, space or personnel constraints, or contract requirements. The Warden or designee can make an exception when reasonable suspicion exists that such visits jeopardize the security of the facility or the safety of the offender or visitor.

Visiting hours and rules are posted in the visitor waiting area, housing units, and in the offender handbook (in English and Spanish). Additionally, the information is available online, at the facility's public Web page (http://www.cca.com/facilities/saguaro-correctional-center) or

via telephone by calling the facility. Visitor registration is tracked by completing the Inmate Visitor Registration Form. All visitors are required to fill out a visitor application and mail the completed form to the visitation department prior to their visit. Visitors must be on the approved visitation list.

All visitors are required to sign the visitors' sign-in sheet and produce appropriate identification prior to the visit. All visitors are logged into the IMS-2 electronic system, including those denied access and the reason for denying access. Two (2) adults and two (2) children are allowed to visit an offender at one time. Children under eighteen (18) must be accompanied by a parent or guardian. Minors must remain under the direct supervision of an adult visitor.

Visitors may be searched by a scanning device and/or frisk or pat searched. Belongings, such as purses and briefcases, may be searched.

1. ***Frisk or pat searches should be conducted in a dignified manner with as much privacy as can be reasonably afforded. Frisk searches of visitors should be done by officers of the same sex as the visitor if readily available.***
2. ***If contraband is found, a report of the incident is to be submitted to the Warden or designee, the contraband confiscated and, where appropriate, the visitor detained for law enforcement officials.***
3. ***No strip or body cavity searches of visitors will be conducted.***

The length of a normal visitation is no less than thirty (30) minutes. The visiting time may be shortened if the visitor arrives late or if facility safety and security concerns arise. When compelling circumstances or individual needs warrant, special consideration will be given on a case-by-case basis, as authorized by the Warden, to extend or accommodate any unforeseen circumstances such as the number of visitors exceeding visiting room capacity and/or family that travels a significant distance.

A particular visit may be denied or terminated under the following circumstances:

1. ***Visitors are under the influence of drugs or alcohol;***
2. ***The visitor refuses or fails to produce sufficient identification or falsifies identifying information;***
3. ***Reasonable suspicion exists that the security and order of the facility may be endangered by the visitor;***
4. ***The visitor or offender becomes disruptive during the visit causing the order of the facility to be endangered;***
5. ***The visitor refuses to submit to a pat or scanning search;***
6. ***The visitor is in violation of facility visiting rules or regulations; or***
7. ***Insufficient space.***

As mentioned in Section 2.32.3 above, SCC also offers video visitation services.

2.32.5 If the awarded vendor earns commissions for its video visitation system, revenues may be used to pay all operating expenses directly related to offering the video visitation services. Any remaining profits shall be used to establish an Offender Welfare Account Fund as described in subsection 3.34 of this RFP.

CoreCivic's video visitation systems are non-commissioned. The requirements of this Section will not apply.

2.32.6 The awarded vendor shall provide monthly video visitation system commission reports to NDOC on a quarterly basis.

CoreCivic's video visitation systems are non-commissioned. The requirements of this Section will not apply.

2.33 VIDEO CONFERENCE ACCESS

2.33.1 The awarded vendor shall provide adequate space, telephone and video conference access for meetings and hearings with court services, the Nevada Board of Parole Commissioners, NDOC authorities, and legal representatives of offenders.

CoreCivic acknowledges the information in this Section and will provide space and equipment to allow videoconferencing of parole hearings, as per the information provided in Amendment 1 to the RFP.

2.33.2 The awarded vendor must allow an offender to videoconference with his child in accordance with NRS 209.42305.

CoreCivic acknowledges the information in this Section and will make available for this purpose the Polycom-based secure video visitation units described in Section 2.32.3 above.

2.34 OFFENDER WELFARE ACCOUNT FUND

2.34.1 The awarded vendor, or any third party, shall not directly profit from commissary sales, package program sales, telephone commissions, and video visitation commissions to NDOC offenders. Profits earned from the services shall be deposited into an Offender Welfare Fund, to be administered pursuant to and in a manner consistent with NRS 209.221.

The requirements of this Section are in alignment with current CoreCivic policy. If necessary, the policy may be amended to clarify compliance with NRS 209.221.

2.34.2 The awarded vendor shall provide for the needs of indigent offenders in accordance with constitutional requirements and NDOC ARs 258 – Inmate Fiscal Procedures, 722 – Inmate Legal Access, and 750 – Inmate General Correspondence and Mail.

The requirements of this Section are in alignment with current CoreCivic policy. If necessary, the policy may be amended to clarify compliance with NDOC AR 258, 722, and 750.

2.35 OFFENDER BANKING

2.35.1 The awarded vendor shall establish procedures for individual Trust and Savings accounts that accurately reflect debits and credits in accordance with NDOC AR 258 – Inmate Fiscal Procedures.

Each CoreCivic facility, including the Saguaro Correctional Center, has established controls and a system of accountability for all monetary transactions at each facility. The Warden is ultimately responsible for fiscal policy, management and control of the facility, though the daily fiscal management of SCC rests with the Business Manager.

The facility is accountable for funds taken from offenders at the time of intake and funds sent to offenders while they are incarcerated. Each facility maintains an Inmate/Resident (Special) Checking Account to hold all offender funds and process all offender financial activity during the offender's time of incarceration. Existing policy can be amended, if necessary, to further demonstrate alignment with NDOC AR 258.

2.35.2 The awarded vendor shall provide offenders with a statement of account activity, at minimum once a month.

CoreCivic acknowledges the information in this Section and will comply.

2.35.3 The awarded vendor shall provide outside parties with various methods (e.g., online, over the phone, lockbox services) to send funds to NDOC offenders.

Please see our detailed response under Section 2.35.7.

2.35.4 The awarded vendor shall provide NDOC offenders with a method for sending funds to outside parties.

Please see our detailed response under Section 2.35.7.

2.35.5 Funds cannot be sent from one NDOC offender to another offender regardless of whether the offenders are located in-state or out of state, without prior written approval from the NDOC Director.

CoreCivic acknowledges the information in this Section and will comply.

2.35.6 The awarded vendor shall provide reports to NDOC on offender bank accounts upon NDOC request.

CoreCivic acknowledges the information in this Section and will comply.

2.35.7 The vendor proposal shall describe how it will meet the requirements to manage offender accounts (including, but not limited to, creating separate sub-accounts for different incoming funds and ensuring mandatory deductions are taken according to Nevada State Law).

The Inmate/Resident (Special) Checking Account is to be located in a properly chartered bank, insured by the FDIC, which has been approved by the Facility Support Center (FSC). The color of the Inmate/Resident (Special) Checking Account checks will be different from other facility checks in an effort to help distinguish them from the other checking accounts. Anytime the checkbook or the checks are not in use, they will be placed in a safe or locked location with access restricted to the Business Manager or designated Business Office staff. These persons do not have check signing authority.

At SCC, check signing authority for the Inmate/Resident (Special) Checking Account is limited to the Warden, Assistant Warden, Chief of Security and Chief of Unit Management.

Allowable funds may be received from various sources. At SCC, funds are allowed at intake, via Western Union, and by mail to the off-site bank lockbox and will be cashier's check or money order only. Cash, personal checks, and funds mailed directly to the facility will be returned to the sender. Funds will not be received through visitation unless required by the management contract.

Upon admission, each offender will receive information regarding allowable funds. Information may be disseminated via the Offender Handbook. Any funds received in a manner not authorized by this policy will be returned to sender. In the event a return address is not available, the funds will be disbursed according to contractual requirements or escheated to the appropriate state after a one (1) year waiting period.

At the time of arrival, security personnel will search the offender's person for United States (U.S.) and non-U.S. currency. All non-U.S. currency will

be listed on a property receipt and mailed out or stored in the property room with the offender's other personal property. All U.S. currency will be handled in accordance with procedures outlined below.

- ***The officer processing arriving offenders will complete a batch process deposit for all offender monies obtained during the arrival process. NOTE: If the offender arrives with more than twenty-five dollars ($25), two (2) officers are required to count the money. The money will be placed in a separate envelope from other money obtained and both officers are required to sign the envelope verifying the amount.***
- ***The system will print a temporary receipt of the transaction which will include the offender's name, number, and transaction amount and the receipt will be given to the offender.***
- ***The processing officer will place all monies received in an envelope/bag and place the monies into the drop safe for the Business Manager or designated Business Office staff to retrieve.***
- ***Upon completion of shift and/or processing of arrivals, the processing officer will close the batch process file in the system.***
- ***Each business morning the Business Manager or designated Business Office staff will print out a computer generated listing of the batch file, unless already included with the funds.***
  - ***The print out will be used at the drop safe to verify all funds collected.***
  - ***Two (2) people should be present for the verification process.***
  - ***If there is a discrepancy, the officer(s) who processed the transaction will be held responsible.***
- ***After all funds from the drop safe have been verified to ensure the total amount of funds retrieved from the safe is equal to the amount on the batch print out, the Business Manager or designated Business Office staff will accept each item in the batch process and post the funds to the offender account(s).***
  - ***The deposit slip prepared for deposit should equal the computer generated listing.***
  - ***The total amount should also appear on the month-end deposit listing.***

Funds received through the mail must be in the form of a money order or cashier's check made payable to the offender. All cash and personal checks received in the mail will be returned to the sender. In the event a return address is not available, the funds will handled as outlined above.

All funds received should be posted to the offender's account by the next business day unless a hold has been placed on the funds as outlined below.

- ***At the discretion of the FSC Inmate Trust Department, the Warden or contractual requirements, a hold may be placed on suspicious and/or***

high dollar cashier checks or money orders pending an investigation or bank clearance.

- ***In addition, at the discretion of FSC Inmate Trust or the Warden, a ten (10)-day hold may be placed on checks from third-party government or federal government issuers.***

Money orders and cashier checks received for offenders will be endorsed for deposit only into the Inmate/Resident (Special) Checking Account. All funds received should be deposited by the next business day when practical. All funds deposited into the Inmate/Resident (Special) Checking Account must be directly related to an offender.

All funds for deposit require verification by two (2) CoreCivic employees, prior to funds being provided to the bank or released to a transfer service. A bank-verified deposit ticket should be received and reviewed for accuracy or alternatively the deposit reviewed using the online banking system.

Offenders will complete a Release of Funds Authorization form to request deductions from their trust accounts unless required to use a contracting agency form. Offenders may also authorize deductions from their trust accounts with forms other than the Release of Funds Authorization or agency form listed above when a policy or procedure supports the deduction. Examples include co-pays authorized through sick call slips, commissary purchases authorized through commissary order forms, etc. Deductions from offender trust accounts may be processed without authorization from the offender for contractual obligations, court costs/restitution, disciplinary restitution, etc.

All requests for deductions supported by a Release of Funds Authorization or agency required form must be submitted to unit staff for approval/disapproval. In the absence of unit management, the Warden will designate a staff member(s) to submit forms to for approval or disapproval.

Upon release from the facility, any balance remaining in the offender's trust account will be returned to the offender in cash. If the offender is being transferred from one facility to another, funds may be sent to the receiving facility via check. If more than one offender is being transferred to the same facility, one check may be written to the receiving facility for all of the offenders transferred.

Upon receipt of trust account funds at release, the offender must sign a receipt stating that all funds due were paid in full or indicate a mailing address where the funds should be sent. The signed receipt will be placed in the offender's institutional file for future reference.

Each business day, the Inmate/Resident (Special) Checking Account will be balanced by the Business Office. Upon completion of the daily balancing procedures, the documentation will be submitted for review and approval by the Warden or other authorized check signer, in the absence of the Warden. Each month, a Month End Checklist, along with all required supporting documentation, will be completed, scanned, and emailed or faxed to the FSC Facility Accounting Manager assigned to the facility by the date determined by the FSC. Bank statements will be mailed directly to the FSC from the bank and reconciliations will be performed by an FSC bookkeeper and reviewed/approved by an FSC Facility Accounting Manager.

An annual independent audit will be conducted by an independent accounting firm. The Inmate/Resident (Special) Checking Account at the facility is included in the annual audit. The accounting firm will issue an opinion on the entire company which includes the Inmate/Resident (Special) Checking Account.

2.36 COMMISSARY SERVICES

2.36.1 The awarded vendor shall provide commissary services to NDOC offenders in accordance with NDOC AR 204 – Inmate Store System. It shall be permissible to reasonably deny an offender access to commissary for disciplinary or medical reasons.

SCC provides a commissary that permits eligible offenders the opportunity to purchase approved items on a regular basis. Employees are not authorized to purchase items from the offender commissary. Adequate controls and processes are in place per written policy regarding all commissary including contracted vendor transactions. CoreCivic policy regarding Commissary Services is based on ACA standards. If necessary, current policy can be revised to better clarify alignment with NDOC AR 204.

2.36.2 The awarded vendor shall endeavor to supply canteen items similar in price and nature to those provided to NDOC offenders in Nevada. The awarded vendor reserves the right to exclude any commissary items it deems to be a security risk. The awarded vendor shall provide NDOC with a list of all commissary items to be offered, and any subsequent changes. NDOC reserves the right to disapprove any commissary items for NDOC offenders.

CoreCivic acknowledges the information in this Section and will comply to the extent that items may be obtained via our established commissary vendors.

2.36.3 The awarded vendor shall implement quarterly package program services to be provided to NDOC offenders. The awarded vendor shall endeavor to supply package program items similar in price and nature to those provided to NDOC offenders in Nevada. The awarded vendor reserves the right to exclude any quarterly package program items it deems to be a security risk. NDOC shall reserve the right to disapprove any package program items for NDOC offenders.

CoreCivic acknowledges the information in this Section and will comply.

2.36.4 Commissary and package program revenues may be used to pay all operating expenses of the commissary including, but not limited to, commissary inventory and commissary worker salaries on a pro rata basis. Any remaining profits shall be used to establish an Offender Welfare Account Fund as described in subsection 3.34 of this RFP.

CoreCivic acknowledges the information in this Section and will comply.

2.36.5 The awarded vendor shall provide monthly reports to NDOC on offender commissary and/or package program sales and commissions.

CoreCivic acknowledges the information in this Section and will comply.

2.37 PROGRAMS

2.37.1 The awarded vendor shall maximize the amount of time that offenders are productively occupied outside of their housing units during daytime hours designed to reduce recidivism and in-custody misconduct by offering various programs/classes through methods that demonstrate or result in measurable positive changes in offender behavior in accordance with NDOC AR 801 – Correctional Programs/Classes/Activities.

All programs and activities CoreCivic offers are intended to be rehabilitative in nature. From vocational education to life skills to faith-based opportunities, every program includes cognitive behavioral components that encourage offenders to change their criminal thinking and become better prepared for productive lives upon release. Every program CoreCivic offers aims to support re-entry by enhancing offenders' opportunities for success through better knowledge, skills, health and behaviors. Many of these programs are evidence-based as able to engage offenders and reduce recidivism.

Additionally, the specific skills and credentials offenders earn – e.g. GED, college credits, trade certifications – make them more employable and therefore less likely to recidivate. Vocational programs reinforce basic employability standards such as providing consistent service and following

instructions, while organized recreational activities offer opportunities to practice teamwork and cooperation. Finally, volunteer-facilitated programs help offenders connect with many of society's highest attributes, such as philanthropy, faith, generosity, encouragement, respect, hope and belief in the ability to change. All of these facets provide a solid foundation upon which the offender may build a rehabilitated life.

2.37.2 Programs offered by the awarded vendor shall be complaint with federal and state regulations and correctional best practices by establishing quality programs for general education, vocational education, training, rehabilitation, and/or activities.

All CoreCivic programs are designed to meet or exceed ACA standards, applicable state law, and contract requirements.

2.37.3 Core programs include, but are not limited to, substance abuse treatment programs, educational/vocational programs, Re-Entry and Evidence-Based behavioral programs.

All CoreCivic core programs are either Evidence Based or considered a correctional Best Practice based on wide experience.

2.37.3.1 Evidence-based programs must be included on at least one of the national clearinghouses or registries.

A. NDOC shall provide the awarded vendor with curricula approved by the NDOC Program Evaluation Committee including, but not limited to, Thinking for a Change.

CoreCivic employs Thinking for a Change in many of our facilities, including at Saguaro Correctional Center.

B. The delivery system can be instructor-based, instructor and group interaction, and educational computerized tablets as approved by NDOC AR 143 – Inmate Access to Information Technology.

CoreCivic acknowledges this information.

C. Core programs shall be conducted by qualified facilitators. The qualifications shall be determined by NDOC and the awarded vendor.

Courses are taught by licensed personnel when appropriate, and they use the greatest degree of

individualization possible to allow for flexible enrollment and maximum performance gains.

2.37.3.2 Core programs are eligible for meritorious credits. Credits will only be awarded upon completion of each core program. The awarded vendor shall document the attendance and compliance of each offender and the completion of each program.

Program entry and exit is tied to the achievement of clear and measurable learning goals. Programs are individualized as much as possible to meet the prescribed and diagnosed needs of the student, and students are assessed frequently to ensure quality control, teaching effectiveness and student progress.

2.37.3.3 The awarded vendor shall utilize the Nevada Risk Assessment Services (NRAS) to determine offender program eligibility. Offenders shall be prioritized for programming based on their risk to re-offend. Programs may also be prioritized based on proximity to probable release date.

CoreCivic acknowledges the requirements in this Section and will comply.

2.37.3.4 The NRAS shall be used to refer offenders to appropriate programs through the offender's caseworker. The result of the criminogenic risk/needs assessment will be included in the offender's record and shall be addressed on the offender's individual case plan.

CoreCivic acknowledges the requirements in this Section and will comply.

2.37.4 Best Practices Programs include, but are not limited to, psycho-educational and life-skills programs/classes.

2.37.4.1 Best Practices Programs, approved by NDOC, shall be conducted by qualified and approved staff or volunteers.

2.37.4.2 Best practices programs may be eligible for meritorious credits upon NDOC's approval. Credits shall only be awarded upon documented completion of each approved program.

Please see our response in Section 2.37.3 above.

2.37.5 Activities include, but are not limited to, support groups, volunteer sponsored groups and religious activities excluding regular religious services or religious literature study groups.

2.37.5.1 Activities are not eligible for meritorious credits, but will be included in the offender's Parole Report.

Saguaro Correctional Center's faith-based and activity programs help offenders connect with many of society's highest attributes, such as philanthropy, faith, generosity, encouragement, respect, hope and belief in the ability to change. All of these facets provide a solid foundation upon which the offender may build a rehabilitated life.

2.37.6 Offender participation in Correctional Programs is voluntary.

Offenders are highly encouraged to participate in programs, but are not subject to punishment for refusing to participate.

2.37.7 Community volunteer facilitators must first be approved as an awarded vendor's volunteer in accordance with NDOC AR 802 – Community Volunteer Program.

CoreCivic recognizes the importance and value volunteers play in enhancing and supporting the social, spiritual, and vocational/educational programs. Further, CoreCivic values the role volunteers play in enhancing the needed correctional programs in its correctional facilities. We recognize that volunteers are capable of supporting and providing a comprehensive array of effective recidivism correctional services, including community sanctioned/re-entry programs, education, and treatment, recreational and religious programs.

Interviewing, screening and background checks are an integral part of developing a core of volunteers to support and enhance program offerings at the facility. Although the Chaplain serves as the volunteer coordinator, all facility staff are engaged in the process of recruitment, training and supporting this important group of volunteers. CoreCivic will amend existing policies, if necessary, to clarify compliance with NDOC AR 802.

2.37.8 Upon contract award, the awarded vendor shall provide NDOC with a master programs schedule monthly. The awarded vendor shall provide any schedule revisions to the NDOC.

CoreCivic acknowledges the requirements in this Section and will comply.

2.38 EDUCATION

2.38.1 The awarded vendor shall provide offenders with access to educational programs in accordance with NDOC AR 850 – Educational Programs.

For offenders who possess neither a General Educational Development (GED) nor a high school diploma, CoreCivic's education programs provide multi-level academic courses that target an offender's individual needs. A wide range of educational programs are already in place at Saguaro Correctional Center. Our educational programs are taught by Academic Instructors who have teaching degrees or adult education certificates.

For those offenders who have completed their secondary education prior to their arrival at SCC, we offer postsecondary correspondence/distance learning courses which allow offenders the opportunity to pursue a college education while incarcerated.

2.38.1.1 If any offender determined to be eligible for educational programs requires special education services, the awarded vendor shall provide those services.

Upon award of a contract for services, SCC will provide a certified Special Education instructor.

2.38.1.2 The NDOC shall provide the awarded vendor with an audit and reporting tool for regular evaluation of academic and vocational programs.

CoreCivic will comply with reporting and auditing requirements. Academic students are assessed every 120 days while attending classes. CoreCivic facility programs use the Test of Adult Basic Education (TABE). The test result yields an Educational Achievement (EA) score used to develop an individualized plan for each offender.

Frequent and systematic reassessment allows the proper placement and reassignment of students. Diagnostic personnel provide necessary reassessments so that instructors are able to determine which learning objectives students have met and whether or not steady progress is being made toward individualized goals.

Students preparing for the GED are assessed using the Official GED Practice Tests.

2.38.2 Performance-based academic programs will be implemented to monitor and ensure individual student progress.

CoreCivic offers an academic education system offering a self-paced, optimally individualized approach that uses materials appropriate in both skill level and cultural perspective.

2.38.3 During the intake process, offenders should be assessed and prioritized according to NDOC's criteria in coordination with the awarded vendor.

The requirements of this Section align with written CoreCivic policies already in place. As a part of the facility's orientation, we encourage and motivate all offenders to participate in programming. CoreCivic will coordinate with NDOC regarding offender assessments and priority as needed.

2.38.4 Basic literacy and secondary education shall be available to offenders at no cost. Eligible offenders should be encouraged to complete their secondary education either through a high school diploma or high school equivalency.

Adult Basic Education (ABE) classes will be provided for students preparing to take the General Educational Development (GED) test, but still requiring specific remedial assistance. ABE classes will focus on boosting foundational reading, writing, mathematics, science and social studies skills.

A Literacy unit is built into the curriculum of the ABE class in order to maximize offenders' exposure to educational opportunities. This program is for ineffective readers and nonreaders. CoreCivic education programs acknowledge that the foundation of all comprehension is the ability to read. CoreCivic meets the needs of the ineffective reader through the emphasis on formal literacy skill-building for all students. This emphasis employs both visual and phonetic approaches to learning. Literacy classes employ holistic and skills-based methods for use in teaching adults to read.

2.38.5 All vocational programs must be recognized, certified or licensed by the Nevada Department of Education or respective state governing educational authority. Vocational programs should provide training and experience in skills that will enable offenders to obtain employment in the community upon their release.

Each CoreCivic instructor and staff member connected with the facility's vocational program is committed to changing the behavior of the individual by increasing offenders' employment opportunities. In addition to possessing years of relevant experience, construction craft trade instructors are certified by National Center for Construction Education

and Research (NCCER) and the computer instructors possess Microsoft Office Specialist certification.

Vocational programs currently offered at Saguaro Correctional Center include the following:

- ***Computer Skills/Microsoft Office Applications***
- ***Standardized Craft Training***
- ***NCCER Core/Carpentry***
- ***NCCER Core/Electrical***
- ***NCCER Core/Plumbing***

2.38.6 To the extent possible, vocational programs should be offered to offenders at no cost. Offenders may be required to pay for tools, special clothing or other materials required for the vocational program.

CoreCivic strongly believes that academic/vocational opportunities play a key role in maintaining good order within the facility and reducing recidivism upon an offender's release. For that reason, it is our policy never to require offenders housed in CoreCivic facilities to pay for any education received there.

2.38.7 Offenders who complete a vocational program should receive a certificate acknowledging their completion and may receive good time credits for qualified vocational programs.

Vocational training programs at Saguaro Correctional Center offer offenders the opportunity to build employment potential. The curriculum is competency-based and allows open-entry and open-exit. SCC's vocational programs lead to the award of a certificate of completion.

2.39 RE-ENTRY SERVICES

2.39.1 The awarded vendor shall provide a re-entry program through planning and training for the offender's transition into the community in accordance with NDOC AR 817 – Re-Entry Program.

Every program CoreCivic offers aims to support re-entry by enhancing offenders' opportunities for success through better knowledge, skills, health and behaviors. Many of these programs are evidence-based as able to engage offenders and reduce recidivism.

2.39.2 Offenders shall be within 18 months of probable release to participate in this program.

CoreCivic acknowledges this information and will comply.

2.40 OFFENDER WORK ASSIGNMENTS

2.40.1 Some of offenders shall be employed in the awarded vendor's facility jobs as part of their daily activities in accordance with NDOC AR 606 – Use of Inmate Workers in Health Care, 703 – Inmate Labor in Food Service Areas, 722 – Inmate Legal Access, 830 – Recreational Activities, and 840 – Library Services.

CoreCivic policy states that our facilities should, as much as possible in accordance with contract requirements, provide offenders with work and program assignments that are designed to occupy time in a productive manner.

2.40.2 To the extent possible, facility jobs should be meaningful work that teaches job skills and duplicates community employer expectations, such as work performance evaluations, schedules, and duties.

The work program is designed to contribute to the development of new job skills and improve existing ones while providing valuable training opportunities for offenders to improve their work ethic and prepare them for release. Work assignments supplement education and treatment assignments to provide substantially full-time program activity for offenders.

2.40.3 No offender shall be placed in a position of authority over another offender.

CoreCivic policy states that at no time shall an offender be placed in a position of authority over other offenders.

2.40.4 The awarded vendor shall not benefit financially from the labor of offenders. Offenders are prohibited from performing personal services for the awarded vendor and the awarded vendor's staff, sub-vendors, and volunteers. Personal services include, but are not limited to, shoe shining, laundering uniforms, and haircuts.

CoreCivic acknowledges this information and will comply.

2.40.5 The vendor proposal shall describe how the requirements of this subsection will be accomplished to include typical jobs, number of offenders employed, number of hours worked each week for each job title, vocational skills taught, training to include job safety, and an incentive pay plan.

The work line opportunities at Saguaro provide offenders the opportunity to function in a real-world work environment without the outside pressures and stresses that led them to criminal behavior. As offenders develop and improve their social, decision-making and problem-solving skills through

therapeutic treatment and educational training, they can become productive workers inside the facility. This in turn increases the likelihood that they will function effectively in their communities upon release.

For offenders who come to Saguaro with a specific skill or who successfully complete one of the facility's vocational programs, employment will be offered in applicable facility jobs. For example, an offender highly skilled in the construction trades may be offered employment in the facility maintenance department. A list of work opportunities available at SCC is below.

Administration Orderly	***Kitchen I Food Service Worker***	***Recreation Orderly***
Back Dock Work Crew	***Kitchen II Food Service Worker***	***Residential Drug/Alcohol Program***
Barber	***Laundry Worker***	***RDAP Cadre***
Captain's Crew	***Library Worker***	***Segregation Barber***
Chapel Worker	***Life Principles***	***Segregation Orderly***
Commissary Worker	***Maintenance***	***Shower Porter***
Dog Handler	***Medical I Orderly***	***Special Projects Crew***
Education Student	***Music Room Orderly***	***Unit Orderly***
Education Tutor	***Operations Orderly***	***Visitation Orderly***
Grey Water Maintenance Worker	***Programs I Orderly***	***Vocational Tutor***
Hobby Shop Orderly	***Programs II Orderly***	***Warehouse Worker***
Housing Orderly	***Receiving & Discharge Orderly***	***Yard Crew***

Just as in the community, facility jobs vary according to skill level and degree of difficulty. Certain jobs are considered entry-level positions that require no specific training or work experience to perform. For example, work opportunities for entry level positions may include trash pick-up crew, laundry worker, shower porter.

The vocational skills taught by the various positions offered also vary widely. For example, a maintenance worker will learn light construction-type jobs and general maintenance. A library assistant will learn general office skills, maintenance of reference materials, and customer service skills. A food service worker will learn institutional food prep, cooking/baking, and operation of a commercial dishwasher. Dog handlers will learn veterinary technician skills.

Before beginning a job assignment, each offender is provided a customized safety briefing that outlines potentially hazardous or injurious tasks and documents that the worker was taught how to do those tasks in the safest

possible manner. The offender and supervisor are required to complete and sign the accompanying training form before beginning work.

Work assignments are made based on facility needs, in combination with the results of the offender's initial assessments of aptitude, education, and prior experience. Initial adjustment review, custody assessment, offender applications, and the orientation data sheet will determine whether an offender will be placed in a program or assigned to a job pool.

Currently, all 1,047 eligible offenders housed at Saguaro participate in the work program. Work assignments are made without regard to offenders' race, religion, national origin, handicap, or political views. Disabled offenders will be equally considered for positions that they are physically capable of filling. All efforts will be made to create positions that could successfully be held by disabled offenders.

The offender workday is similar to the workday in the community; the maximum work schedule is 35 hours per week. Normal CoreCivic policy is to pay offenders enrolled in work programs at a rate determined by the sending agency. Offenders are not paid weekend, holiday, or shift differentials. Offenders currently housed at SCC have been sent by the State of Hawaii, who has set a rate of $0.25. The Warden has been granted the discretion to pay the following positions as noted:

- ***Administrative Porters and Back Dock Porters - $0.50***
- ***Maintenance, Medical Porters and Dog Handlers - $0.40.***

Offender pay must be earned. It will not be automatic because of an assignment to a job. Allowance of pay may be disapproved by the work supervisor for any portion of the month in which the offender's work is unsatisfactory. Wages will be paid per actual hours satisfactorily worked.

2.41 LIBRARY SERVICES

2.41.1 The awarded vendor shall provide, manage and maintain a general library for the benefit of offenders in accordance with NDOC AR 840 – Library Services.

Saguaro provides offenders access to comprehensive library services which include a reference collection, including general and specialized materials to meet the needs of the offenders. Methods of operation ensure the delivery of library services and legal access in a professional, timely and orderly manner in accordance with ACA Standards and CoreCivic policy.

The Saguaro library has approximately 2,000 books that can be checked out on a daily basis. The library operates in compliance with ACA

Standards and provides access during hours which facilitate access by all offenders. Library hours are subject to change as facility requirements, policy and/or standards dictate.

Routine operation allows for General Population access seven (7) days per week. Library Book Exchanges are available for those offenders who, for security or custody reasons, are not permitted to travel to the general purpose library. Book requests are picked up on Tuesdays and the book exchange is on Fridays.

2.41.2 The awarded vendor's facility shall have a staff member who coordinates and supervises the library services. The awarded vendor may employ offender library workers to support the facility's needs.

Library services are provided under the direct supervision and coordination of qualified library staff. Library Staff responsibilities include:

- ***Institute such methods of operation as may be deemed necessary to ensure delivery of library services and legal access in a professional, timely, and orderly manner, under the direction of the Principal.***
- ***Be responsible for the direct supervision of all library operations and the enforcement of all Library policies and procedures,***
- ***Control all offender movement within the Library,***
- ***Assist offenders in locating materials and knowing what library materials are available,***
- ***Take steps that may be necessary to ensure the library is functional in design and inviting in appearance, and***
- ***Train and supervise up to two (2) library porters, who will be used as library assistants.***

2.41.3 Library materials shall meet educational, informational and recreational needs and content should comply with NDOC AR 750 – Inmate General Correspondence and Mail.

CoreCivic recognizes that, of all educational services, none is used more widely than the facility library. The libraries serve as a resource center for the entire education program. Materials provided are required to be adequate in quantity, quality and type to assure learning necessary for the development of academic skills and personal growth. Newspapers and other reading materials in languages applicable to the offender population are provided in sufficient quantity and in a timely manner. To accommodate the needs of offenders unable to travel to the library for security or custody reasons, the library operates a mobile book lending service.

2.42 ACCESS TO COURTS

2.42.1 The awarded vendor shall provide access to courts satisfying all constitutional requirements and NDOC AR 722 – Inmate Legal Access.

Offenders have the right to present any issue, including challenging the legality of their conviction or their conditions of confinement in accordance with the standard set forth in Lewis v. Casey.

2.42.2 Regardless of housing, the awarded vendor shall provide opportunity for meaningful access to federal and State of Nevada legal materials at the facility.

CoreCivic provides that all offenders, upon request, receive access to paper and other supplies and services to contact legal counsel or representative, courts, and other persons concerning legal matters.

2.42.2.1 The awarded vendor shall provide offenders with the legal reference materials required to meet constitutional standards via computer and appropriate software including Nevada-specific material.

Legal reference materials are chosen by CoreCivic's Corporate legal staff to meet the constitutional needs of the offenders or as required by the facility management contract. These legal reference materials may include state or federal criminal substantive and procedural materials, rules of evidence, sentencing guidelines, legal dictionary, materials relating to immigration procedures, offender rights and rules of court. SCC will ensure Nevada-specific material is available as a legal resource.

2.42.2.2 The awarded vendor shall provide a secure and monitored location to house said computer and associated peripherals.

SCC provides a law library that is accessible to all GP offenders, with provisions in place to assure access to materials by offenders housed in RHU or segregation units.

2.42.3 The awarded vendor shall provide typewriters, including ribbons, free of charge to offenders.

The requirements of this Section are in alignment with CoreCivic policy.

2.42.4 Legal supplies to non-indigent offenders should be available for purchase through the awarded vendor's commissary services. The following legal

supplies for indigent offenders should be available on a monthly basis upon the offender's request:

2.42.4.1 White bond paper, 8-1/2" x 11" – 20 to 50 sheets;

2.42.4.2 Notebook paper, 8-1/2" x 11" – 20 to 50 sheets;

2.42.4.3 Carbon paper, only on exchange after the first issue – five (5) sheets maximum; carbon paper may have restrictions placed on its issuance by the awarded vendor's facility Warden for security purposes;

2.42.4.4 Envelopes;

A. 4" x 9" – individual;

B. 9" x 12" – individual; and

C. 10" x 15" – individual;

2.42.4.5 Pens – one (1) per month or exchanged for a used one; red pens are not allowed in the law library for any purpose; and

2.42.4.6 Fire proof box – individual

2.42.4.7 Convenience items including file folders, fasteners, tape, etc. will not be provided to any inmate at the awarded vendor's expense.

The requirements of this Section are in alignment with CoreCivic policy and will be outlined in detail in Section 2.42.12.

2.42.5 Charges for the legal supplies should be the same through the awarded vendor's commissary and law library services.

The requirements of this Section are in alignment with CoreCivic policy.

2.42.6 NDOC offenders need not be afforded access to copiers free of charge; however, the awarded vendor shall provide a copy of specific information, such as a page from a law book, upon request by a NDOC Offender.

The requirements of this Section are in alignment with CoreCivic policy.

2.42.7 A reasonable and consistent copy fee shall be set by the awarded vendor and approved by the NDOC. Offenders can only accrue a maximum of $100 debt for copy work expenses for all active cases, not per case.

The requirements of this Section are in alignment with CoreCivic policy.

2.42.8 The awarded vendor's facility shall have a staff member who coordinates and supervises the law library services. The awarded vendor may employ offender law library workers to support the Facility's needs and should be

directly supervised by staff. Offender law library assistant duties may include:

2.42.8.1 Assisting other offenders to locate legal reference materials;
2.42.8.2 Assisting offenders in the disciplinary process; and/or
2.42.8.3 Making regular visits to segregation areas, if allowed by the awarded vendor, to fill requests for supplies and/or reference materials.

A designated staff member is responsible for the following:

- ***Organizing and maintaining all books, supplements and pocket parts for books housed in the library;***
- ***Notifying CoreCivic's Corporate Purchasing Department of law books that need to be ordered;***
- ***Discarding superseded, worn, or damaged materials which are of no significant value to the library collection;***
- ***Keeping a current inventory of all books housed in the library. The inventory is to list the name of the publication; the number of volumes; the publisher; the year of publication; and the most recent supplement or pocket part date;***
- ***Sending a current inventory to CoreCivic's Corporate Legal Dept. quarterly;***
- ***Assisting offenders in locating materials in the library, but not giving legal advice;***
- ***Controlling all offender movement within the library and preventing damage, destruction and/or theft of material in the library; and***
- ***Compliance with library/law library rules.***

2.42.9 Offender law library assistants may not charge for services rendered to other offenders. Offender law library assistant is not permitted to appear in court on behalf of another offender, except by a specific court order.

CoreCivic acknowledges the information contained in this Section.

2.42.10 The awarded vendor may recoup legal supply and/or legal copies fees of the offender from applicable incoming funds in accordance with NDOC AR 258 – Inmate Fiscal Procedures.

When an indigent offender receives legal copies, the charge amount is placed in a cost recovery account and will be paid when any funds are deposited in the offender's account. Policy can be amended if necessary to further clarify compliance with NDOC AR 258.

2.42.11 The awarded vendor shall bear transportation costs for any court services as part of this RFP.

CoreCivic will comply with the requirements of this Section, with the assurance NDOC provided in Amendment 1 that no offender with active or pending court cases will be transferred to the awarded facility.

2.42.12 The vendor proposal shall describe how the requirements of this subsection will be accomplished including how offenders in segregation housing units will be provided access to courts.

Access to courts is provided through the availability of legal reference materials and/or contract attorneys/paralegals. Pursuant to Lewis v. Casey, constitutional access to the courts system extends only to assistance with the preparation of initial pleadings (e.g. Motions to Proceed In Forma Pauperis, Motions for Appointment of Counsel, Petitions for Writs of Habeas Corpus, Petitions for Post-Conviction Relief, Civil Complaints for Section 1983 Claims in state or federal court). Constitutional access to courts provided by the State (or its private contractor) does not extend to assistance with any legal proceedings beyond the initial pleading stage. Though offenders have the right to present issues to the court system, CoreCivic is only required to assist offenders in accordance with the parameters outlined in Lewis v. Casey.

Constitutional access to courts provided by the State (or its private contractor) does not extend to assistance with any legal proceedings beyond the initial pleading stage, nor does it extend to any other proceedings not related to the offender's imprisonment to include bankruptcy, divorce or child support.

All legal reference materials, as referenced in Section 2.42.2.1, will be ordered and purchased through CoreCivic's Corporate Purchasing Department. Federal and state court forms for filing initial pleadings (i.e. Motions to Proceed In Forma Pauperis, Motions for Appointment of Counsel, Petitions for Writs of Habeas Corpus, Petitions for Post-Conviction relief, Civil Complaint for Section 1983 Claims in State or Federal Court) will be available for offenders to copy.

Legal reference materials will be available during hours that facilitate reasonable access by all offenders, including weekends and evenings. If an offender demonstrates a legitimate need to access the legal reference materials beyond scheduled hours, a request can be submitted to the designated staff. This request will be granted, absent good cause to deny such, and allowed when the offender is not involved in other scheduled activities.

Offenders may purchase paper, pens and envelopes at the facility. Procedures for obtaining and buying paper, pens, envelopes and postage, and photocopy services are posted and instructed to offenders during

Orientation. Typewriter(s) are available for use to type legal documents or correspondence with the courts.

Staff copying legal materials for offenders are not to read such materials other than to determine that these materials are legal documents.

CoreCivic provides paper, pens, and envelopes to indigent offenders. CoreCivic provides postage for privileged mail (e.g. to attorneys or the court system) to indigent offenders in an amount equal to five (5) one ounce letters per week and will not include registered, certified or insured mail.

Indigent offenders may receive three (3) photocopies of each legal document to be filed with the court at no charge unless the state or federal court rules expressly state that more (or less) than that amount is necessary to file with the court.

Segregation offenders may request materials from the law library by submitting a written request to the facility librarian. The librarian will deliver the requested materials (if available) to the segregated offender within three (3) working days.

2.43 RELIGIOUS ACTIVITIES

2.43.1 The awarded vendor shall provide offenders access to religious activities in accordance with applicable ACA Standards and NDOC AR 810 – Religious Faith Group Activities and Programs.

CoreCivic recognizes the benefit of religious services in providing spiritual guidance, support and counseling to the offender population and simultaneously contributing to the safety, security and welfare of the facility. CoreCivic chaplains focus on the mutual goal of providing offenders with an opportunity for change, raising the standard of offender behavior in the facility, and in realizing a measurable result to include a decrease in disciplinary cases, violence and recidivism rates.

2.43.2 The awarded vendor will provide reasonable time, accommodations, and space for religious services in keeping with facility security and other necessary facility operations and activities.

2.43.2.1 The awarded vendor's facility shall have a staff member who coordinates and supervises the religious activities.

The chaplaincy program is essential to improving the quality of life for the offender. This program is vital to enabling the offender to change and re-enter society as a productive, responsible citizen. CoreCivic provides offenders with the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by

documentation showing threat to the safety of the persons involved or that the activity itself was deemed necessary.

Saguaro Correctional Center provides for religious services in compliance with applicable ACA Standards, United States Constitution, federal law and Supreme Court decisions. Religious worship, programs and study are coordinated, scheduled and supervised by a qualified, experienced full-time Chaplain, who has clinical pastoral education or equivalent specialized training and/or experience, and endorsements by the appropriate religious certifying body.

The Chaplain is responsible for preaching, counseling, teaching and administering curricula designed for individuals to enhance their personal spiritual growth. The offenders' participation will be voluntary. Interested offenders will be interviewed by the Chaplain to determine religious background, preference, training, interests and attitudes. The Chaplain will also conduct pastoral care orientation sessions for the offender population. The Chaplain may be called upon to facilitate and coordinate faith-based initiatives that are provided by a recognized mainstream ministry for the offender population.

Additionally, the Chaplain actively recruits and trains laypersons/volunteers from the community who contribute their time inside the facility to assist with the provision and implementation of religious and spiritual programs. Pastoral qualifications of employees or volunteers in this program will meet the minimum qualifications established by ACA, CoreCivic policy and/or the NDOC ARs pertaining to volunteers, and religious and chaplaincy services.

2.44 RECREATIONAL ACTIVITIES

2.44.1 The awarded vendor shall provide safe facilities, equipment, and supplies for indoor and outdoor recreational activities in accordance with NDOC AR 830 – Recreational Activities.

The Saguaro Correctional Center provides and maintains a comprehensive recreation program that includes indoor activities, outdoor activities, leisure time activities, special activities/events and exercise. If necessary, current policy can be amended to clarify compliance with NDOC AR 830.

2.44.2 The type and level of activities shall be consistent with ACA standards. Offenders in segregated housing shall be provided with a secure recreational yard.

All CoreCivic Policies are written to meet or exceed ACA standards. RHU and Segregation units have their own secure recreational yard.

2.44.3 All injuries to offenders directly related to participating in recreational activities must be immediately reported to NDOC within one (1) day. Offenders will be charged for medical costs for recreational injuries.
CoreCivic acknowledges the information in this Section and will comply.

2.44.4 The awarded vendor may provide hobby craft programs to offenders. The awarded vendor reserves the right to exclude any hobby craft items it deems to be a security risk. The offender shall have the right to dispose of the products of his labor and proceeds of any sale for his work shall be deposited into his Trust account in accordance with NDOC AR 258 – Inmate Fiscal Procedures.
A hobby craft program is currently in place at the Saguaro Correctional Center in order to meet the creative needs of offenders. Consideration for the security concerns of the facility determines the arts and crafts programs provided. Upon completion of a project, an offender must ship the project at the offender's expense within five (5) working days. Offenders may not give their projects to another offender, regardless of stage of completion.

2.44.5 The awarded vendor shall have a staff member who coordinates and supervises the recreational activities.

Saguaro Correctional Center has a full-time Recreational Supervisor who coordinates and oversees all recreational programs. The position requires a Bachelor's Degree in recreation, leisure services, or the equivalent in combined education and experience, or a related field, as well as experience in budgeting money and setting up programs. The Recreational Supervisor also surveys the offenders on a regular basis to seek input as to their interests and level of abilities.

2.44.6 Recreational supplies should be paid using the Offender Welfare Account.

CoreCivic acknowledges the conditions of this Section and will comply.

2.44.7 The vendor proposal shall describe how the requirements of this subsection will be accomplished including description of the indoor and outdoor recreational activities, and the amount of recreation time each Offender shall be provided per day/week.

CoreCivic knows how valuable recreation, exercise and natural light are to a person's mental and physical health. All of our facilities provide a wide variety of programs and activities for the offender population to reduce idleness. Programs available to the population include work and

educational opportunities as well as recreational and leisure time activities. CoreCivic has written policies and procedures requiring a recreational program that includes leisure-time activities.

Facilities are available to accommodate both indoor and outdoor recreational activities in accordance with ACA and NCCHC standards. A Recreational Supervisor is employed to develop, implement and supervise the recreational program. This individual is assisted by offender recreational aides and/or other recreational department staff in delivering a quality program to the offender population.

Recreational facilities are available to all general population offenders seven (7) days a week in accordance with a rotating schedule that ensures equal access to all facilities and equipment. Segregated offenders have the opportunity for a minimum of one (1) hour of out of cell exercise at least five (5) days per calendar week unless individual security considerations dictate otherwise.

At Saguaro, the recreational areas include four separate outdoor yards, at 9,765 square feet each, with a full basketball court and a covered weight area. Table games (i.e., board games, chess, checkers, etc.) are available in each housing unit or pod. Additionally, Saguaro offers in-cell hobby crafts and has a hobby shop the offenders can access.

Saguaro's recreation areas can also accommodate additional activities such as soccer, volleyball, beanbag pitching, and others that are more mobile and do not require a specifically designated space full-time.

The recreation department organizes various leagues throughout the year which fosters competition and cooperation among the offenders and encourages teamwork. Special activities and completions are held around major holidays and prizes, such as commissary credit, are awarded to winners and runners-up in each event. Recreational events involving individuals and/or sports teams from the community also occur from time to time.

Other leisure time activities available include, but are not limited to:

- ***Handicraft Projects;***
- ***Television (both personal and day area sets);***
- ***Library;***
- ***Music/music room (to include guitars, drum sets, keyboards);***
- ***Game room with assorted video games;***
- ***Punching bags;***
- ***Shuffleboard;***
- ***Bingo;***
- ***Movies;***

- ***Art; and***
- ***Individual Offender Interests.***

2.45 OFFENDER MARRIAGES

NDOC shall review and make decisions on all offender marriage requests, submitted to the awarded vendor, in accordance with NDOC AR 815 – Inmate Marriages and Domestic Partnerships. Requests approved by NDOC will be coordinated with the awarded vendor.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46 OFFENDER DISCIPLINE

2.46.1 The awarded vendor will handle all offender disciplinary-related matters; however, the awarded vendor shall not be stricter to NDOC offenders than NDOC ARs 707 – Inmate Disciplinary Process, 733 – Disciplinary Segregation and 734 – Inmate Disciplinary Detention.

CoreCivic acknowledges the conditions of this Section and will comply in accordance with the training provided by NDOC regarding Offender Discipline as stated in Section.2.3.7

2.46.2 Upon intake, all offenders shall be issued, and required to sign a copy of the Vendor's Inmate Disciplinary Manual and disciplinary process.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.3 Disciplinary action should be taken as soon after the misconduct as is practicable.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.4 Discipline should be applied in an impartial and consistent manner.

All alleged violations of CoreCivic rules are to be dealt with through established policies and procedures to verify that due process rights are afforded to the offender and that the penalty imposed will be fair, impartially given and appropriate for the offense.

2.46.5 Corporal punishment or inhumane treatment is prohibited.

Corporal punishment or inhumane treatment is prohibited by CoreCivic policy.

2.46.6 Offenders shall be informed that they can appeal through the grievance procedure any portion of their discipline as it relates to due-process or

sanctions imposed as a result of a hearing, unless they agree to a bargained plea.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.7 Once all appeal processes are exhausted at the awarded vendor's facility, offenders may submit an appeal to the NDOC.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.8 Upon NDOC's request, within 14 calendar days following any incident, an incident review will be conducted to evaluate any deficiencies or training needs, and a plan of action will be completed on any items requiring corrective action.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.9 The awarded vendor must adhere to all ACA, NCCHC Standards, Court mandates, and shall not be more restrictive than NDOC Administrative Regulations concerning placement of offenders into administrative and disciplinary segregation.

All CoreCivic policies are written to meet or exceed ACA and NCCHC standards. If necessary, current policies can be amended to clarify compliance with applicable NDOC ARs concerning administrative and disciplinary segregation.

2.46.10 Disciplinary segregation may only be assessed through the inmate disciplinary process, and may only be served by offenders in an area designated as a disciplinary segregation unit.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.11 The awarded vendor shall not place an offender in disciplinary segregation unless the offender is found guilty of an infraction after:

2.46.11.1 Notice and a hearing pursuant to subsection 3.46.12.

2.46.11.2 If applicable, a psychological evaluation pursuant to subsection 3.46.13.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.12 Upon the filing of a disciplinary action against an offender that may result in the sanction of disciplinary segregation of the offender, the awarded vendor shall:

2.46.12.1 Serve written notice of the charges against the offender which sets forth the reasons for the filing of the disciplinary

action against the offender and a notice that the offender may appeal any discipline or punishment imposed on the offender as a result of a hearing unless the offender has agreed to a bargained plea.

2.46.12.2 Hold a hearing concerning the charges against the offender not later than 15 days after the alleged violation or not later than 15 days after the completion of the investigation of the alleged violation, whichever is later.

A. A hearing held pursuant to this section must be presided over by an officer or employee of the awarded vendor who has no direct involvement in the incident constituting an alleged violation.

B. At the hearing, the offender must be allowed to present documentary evidence germane to the alleged violation and to call one or more witnesses with substantive, relevant knowledge of the issues involved in the alleged violation except for a witness who has been discharged, who is not located at the facility where the hearing is being conducted or who poses a threat to safety or security at the hearing.

C. The presiding officer or employee may find that the offender committed an infraction of the rules of the facility only if he or she finds, based on the evidence presented at the hearing, that there is evidence that the infraction occurred and that the offender more likely than not committed the infraction.

D. The presiding officer or employee must provide to the offender a written statement of the evidence supporting the determination of the presiding officer or employee unless providing such a written statement would jeopardize the safety or security of the facility or the safety of the staff or offenders in the facility.

CoreCivic policy meets or exceeds all requirements in this Section. Please refer to Section 2.16.18 for a detailed description of the disciplinary process.

2.46.13 The awarded vendor must refer the offender for a psychological evaluation before holding a hearing pursuant to subsection 3.46.12 if, at any stage of the disciplinary process set forth in subsection 3.46.12:

2.46.13.1 It is known or suspected that a mental health condition or medical condition of the offender was a substantial cause of the alleged violation;

2.46.13.2 The offender is assigned to the awarded vendor's mental health program; or

2.46.13.3 The offender has been diagnosed as seriously mentally ill.

CoreCivic acknowledges the conditions of this Section and will comply, with the understanding that offenders diagnosed as Seriously Mentally Ill will not be sent to the awarded vendor's facility.

2.46.14 If, during the psychological evaluation, the awarded vendor's staff has reason to believe that the alleged violation by the offender may have been the result of a medical condition of the offender, including, without limitation, dementia, Alzheimer's disease, post-traumatic stress disorder or traumatic brain injury, the staff of the awarded vendor must refer the offender to the medical staff for a medical review and recommendation before holding a hearing pursuant to subsection 3.46.12.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.15 If the sanction of disciplinary segregation is imposed on an offender, the offender:

2.46.15.1 May, after serving one-half of the period for which the offender is sanctioned to disciplinary segregation, petition the facility's warden for release from disciplinary segregation if the offender has demonstrated good behavior. The offender must be advised that he may petition the warden pursuant to this paragraph.

2.46.15.2 Must, while subject to disciplinary segregation, be:

A. Allowed to wear his personal clothing issued by the vendor;

B. Served the same meal and ration as is provided to offenders in general population unless the offender is

placed on a special diet for health or religious reasons;

C. Allowed visitation;

D. Allowed all first-class and legal mail addressed to the offender;

E. Permitted a minimum of at least 5 hours of exercise per week, unless doing so would present a threat to the safety or security of the facility;

F. Given access to reading materials; and

G. Given access to materials from the facility's law library.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.16 The period for which an offender may be held in disciplinary segregation must be the minimum time required to address the disciplinary sanction or threat of harm to the offender, staff or any other person or to the security of the facility, as defined by the regulations adopted by the Nevada Board of Prison Commissioners. Such a period must not exceed:

2.46.16.1 If the offender, while in the awarded vendor's custody, commits an offense categorized as a category C felony by Nevada state law, 10 days.

2.46.16.2 If the offender, while in the awarded vendor's custody, commits an offense categorized as a category B felony by Nevada state law, 30 days.

2.46.16.3 If the offender, while in the awarded vendor's custody, commits an offense categorized as a category A felony by Nevada state law, 60 days.

2.46.16.4 If the offender, while in the awarded vendor's custody, commits an assault or battery against an employee or contractor of the awarded vendor, 180 days.

2.46.16.5 If the offender, while in the awarded vendor's custody, commits murder, 365 days.

CoreCivic acknowledges the conditions of this Section and will comply.

2.46.17 As used in this section, "offender with serious mental illness or other significant mental impairment" means an offender:

2.46.17.1 With a substantial disorder of thought or mood that significantly impairs judgment, behavior or capacity to recognize reality, which may include, without limitation, a person who is found to have current symptoms of, or who is currently receiving treatment based on a type of diagnosis found in the most recent edition of the Diagnostic and

Statistical Manual of Mental Disorders, published by the American Psychiatric Association; or

2.46.17.2 Who is diagnosed with an intellectual disability, as defined in NRS 435.007.

CoreCivic acknowledges the conditions of this Section and will comply, with the understanding that offenders diagnosed as Seriously Mentally Ill will not be sent to the awarded vendor's facility.

2.46.18 The vendor proposal shall describe how the requirements of this subsection will be accomplished, to include its rules of conduct.

A copy of offenses and penalties are given, in writing, and explained to each offender upon admission to SCC during orientation. Any changes in the rules are communicated to the offenders in writing. Copies of these offenses and penalties are posted in conspicuous locations throughout the facility.

<u>Minor offenses</u> are as follows:

- ***DISORDERLY CONDUCT: Behavior such as loud talking or yelling, pushing, which creates a disturbance and/or disrupts the orderly running of the facility.***
- ***FAILURE TO MAINTAIN PERSONAL HYGIENE: Not having a clean body and clothes.***
- ***POSSESSION OF GAMBLING PARAPHERNALIA: Having in one's control, items for use in operating or acting in any game of chance involving betting or wagering of goods or other valuables.***
- ***PRESENT IN AN UNAUTHORIZED AREA: Being in an area that is designated through verbal, written or posted orders as "off limits" to a specific offender or offenders in general.***
- ***SELF MUTILATION: Inflecting injury on one's self. For example, cutting on one's own body or tattooing.***
- ***SMOKING IN RESTRICTED AREA OR AT A RESTRICTED TIME: Smoking of any form in an area or at a time designated verbally or through written post orders as a no smoking area.***
- ***UNEXCUSED ABSENCE FROM PLACE OF ASSIGNMENT: Being away without authorization from an appropriate supervisor, from the place of assignment such as dorm, work area, recreation area, infirmary, etc.***
- ***UNSANITARY AND DISORDERLY HOUSING CONDITIONS: Not keeping a clean, neat living area. The area should be kept in a manner so that all possessions are stored in an organized manner in areas designated for such. The area should be free from dirt and clutter.***

- ***USE OF VULGAR, ABUSIVE OR OBSCENE LANGUAGE: Use of words and/or phrases that are vulgar, abusive or obscene.***

Major offenses are as follows:

- ***ARSON: Starting or causing to be started a fire which could or does cause damage to person(s) or property.***
- ***ASSAULT: An attack upon the body of another person. This includes rape.***
- ***ATTEMPT/CONSPIRACY: This is an offense for offenders who do not actually commit the offense but participate in the following ways:***
  - ***attempts to commit the offense;***
  - ***solicit another or others to commit the offense;***
  - ***conspires with another or others to commit the offense;***
  - ***facilitate the action of another or others in committing the offense.***
- ***COUNTERFEITING, FORGERY OR UNAUTHORIZED REPRODUCTION: counterfeiting, forging or reproducing without approval, any document, article, identification, money, security or official paper.***
- ***DEATH OF ANY PERSON: Any act of which the end result is the death of any person including offenders, staff or civilians.***
- ***DESTRUCTION, ALTERATION OR DAMAGE TO PROPERTY: Destroying, changing or hurting property of CoreCivic or any other person.***
- ***DETAINING A PERSON AGAINST HIS WILL: Keeping a person in or removing from an area without the agreement of the person who is being kept or removed. Example: Taking of hostages.***
- ***ESCAPE: Leaving the grounds of an institution or from the custody of an employee outside the facility without permission or failure to return from a furlough or pass.***
- ***FAILURE TO FOLLOW VERBAL OR POSTED RULES AND/OR ORDERS: Not following specific rules and/or orders which have been designated for the clean, safe, orderly operation of the facility of which the offenders have been told of in advance through posting or verbally by an employee of the facility or person who has charge of the offender at the time. This includes failure to follow the facility procedures for taking count.***
- ***FIGHTING: Engaging in physical conflict with another person.***
- ***GAMBLING: Operating or acting in any game of chance involving betting or waging of goods or other valuables; or possess gambling paraphernalia.***
- ***HINDERING AN EMPLOYEE IN THE PERFORMANCE OF HIS DUTIES: Acting in such a way to interrupt an employee***

during his work time such as causing delays, giving false information.

- ***INSURRECTION: Participation or encouraging others to participate in unauthorized activity such as rioting or a work stoppage.***
- ***POSSESSION OF CONTRABAND: Having in one's control any item which has not been approved by the facility including weapons or any item which has been altered for use as a weapon, intoxicants, or drug paraphernalia.***
- ***POSSESSION OF STOLEN PROPERTY: Having in one's control any item which has been stolen from any other person.***
- ***REFUSAL TO SUBMIT TO A DRUG OR INTOXICANT TEST: Not giving a urine sample for use in testing for drug usage or refusing to submit to a breathalyzer.***
- ***REFUSAL TO SUBMIT TO A SEARCH: To refuse to allow a search of your body, belongings or living area when requested by a facility employee.***
- ***REFUSAL TO WORK: When a person refuses to perform an assigned job.***
- ***REPEATED VIOLATION OF MINOR RULES: Obtaining three or more minor rule violations within a 30 day period, said 30 day period starting from the date the first minor rule violation occurs and ending on the 30th day after that date.***
- ***SEXUAL MISCONDUCT: This includes, but is not limited to, the following acts:***
    - ***Taking part in sex act(s) where all parties agree to take part.***
    - ***Exposing the genitals or buttocks to an employee or visitor.***
    - ***Masturbation where an employee, visitor or other offender can see the act.***
- ***THEFT: Unauthorized taking of something that belongs to someone else.***
- ***THREATENING ANOTHER WITH HARM: Telling someone, through actions or words, that harm will come to him.***
- ***UNAUTHORIZED RECEIPT OF ANY ITEM OF VALUE: Receiving an item which has any value through false pretenses, threats or stealing.***
- ***UNAUTHORIZED SALE, TRANSFER OR RECEIPT OF PROPERTY: Any unauthorized sale or giving to another person or receipt from another person any belongings or property.***
- ***UNAUTHORIZED USE OF DRUGS OR INTOXICANTS: Use of any drug or intoxicants which has not been prescribed or approved for the offender to use.***
- ***UNAUTHORIZED USE OF MAIL OR TELEPHONE: Using the mail or telephone to commit fraud, theft or against posted times and uses.***

- ***VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW: Any act, though not specifically listed in this policy, which would be either a felony or misdemeanor under federal laws or under the state laws in which the offender is housed will constitute a major or minor violation.***

Should a staff member believe an offense may properly be responded to by a reprimand, warning, and/or counseling, they may so respond, in which case no Disciplinary Report need be prepared. A counseling report of this action may be made at the staff member's option. Such reports will be placed in the offender's file and a copy will be given to the offender. The offender may prepare a response to counseling reports, which will be placed with the report in the offender's file.

Informal resolution of minor incidents is encouraged, however, should a staff member believe an offense cannot be handled by verbal communication, he/she may file with the appropriate supervisor (of the rank of Shift Supervisor or above) a written Disciplinary Report, using the appropriate form. The Disciplinary Report must be clear, concise and contain only the facts the reporting employee has personally witnessed or otherwise verified, including a statement of how such verification was made.

The Disciplinary Report will include the following:

- ***The specific rule(s) violated;***
- ***A formal statement of the charge(s);***
- ***The date and time of the incident;***
- ***The date and time the report was prepared and turned over to the designated supervisor;***
- ***The names of any witnesses;***
- ***Disposition of any physical evidence;***
- ***Any immediate action taken including use of force;***
- ***Any unusual offender behavior; and***
- ***The reporting officer's signature.***

Following issuance of a written Disciplinary Report, the offender is entitled to remain in his existing status until a disciplinary hearing is held unless he constitutes a sufficient threat to himself or the security of the facility to warrant confinement prior to the hearing. Pre-hearing segregation may be ordered only by staff with the rank of Shift Supervisor or above.

The time the offender is to remain in pre-hearing segregation will be no longer than is necessary to verify his safety or the security of the facility. The offender's pre-hearing detention status will be reviewed by the Warden or designee within 72 hours of placement including weekends and

holidays. The reviewer is to consider the need for continued segregation. If the need no longer exists, the offender is to be released back to general population pending the hearing. Any time spent in pre-hearing segregation may be credited against any subsequent sentence imposed.

The designated supervisor is to begin an investigation of the Disciplinary Report within 24 hours of the time the violation is reported. The investigation will be completed without unreasonable delay unless there are exceptional circumstances for delaying the investigation. The Disciplinary Investigation form may be filled out to record the investigation of the report. The report is to determine:

- ***That all necessary information is contained in the report;***
- ***That the information is accurate. In determining whether the information is accurate, the supervisor may question any witnesses and review any documents to determine the cause of the violation, staff and offender involvement, and any mitigating factors; and***
- ***If necessary, assign the appropriate offense to the violation per CoreCivic/facility policy or a penalty list required by the contracting agency.***

Following review of a Disciplinary Report by the designated supervisor, a staff person with the rank of Sr. Correctional Officer or above will provide notice of the offense by delivering the report to the offender no less than 24 hours prior to the disciplinary hearing. The disciplinary hearing will be held as soon as practicable but no later than seven days, excluding weekends and holidays, after the alleged violation.

If the designated supervisor reviewing the report or Disciplinary Hearing Officer thinks the conduct for which the offender is being disciplined is a crime, he/she will notify the Warden, who will contact the appropriate law enforcement agency. Any disciplinary hearing for this alleged offense will be conducted following the procedure set out herein and the offender will be advised that he has the right to remain silent in the hearing and that anything he says during the course of the disciplinary hearing may be used against him in any subsequent criminal proceeding.

If the Disciplinary Report is for a <u>minor offense</u>, the offender will be advised of the following:

- ***The contents of the Disciplinary Report;***
- ***The opportunity to make a statement and present documentary evidence, including written statements from others; and***
- ***The opportunity to have an interpreter present, if the hearing is in a language the accused offender does not understand.***

If the Disciplinary Report is for a <u>major offense</u>, the offender will be advised of the following:

- ***The contents of the Disciplinary Report;***
- ***The opportunity to be present during all phases of the hearing, except deliberation, unless behavior is unruly so as to prevent attendance;***
- ***The opportunity to be represented by a designated staff member, if determined to be necessary by the Disciplinary Board/Hearing Officer;***
- ***The opportunity to have an interpreter present, if the hearing is in a language the accused offender does not understand;***
- ***The opportunity to make a statement and present documentary evidence, including written statements from others;***
- ***The opportunity to call witnesses on his behalf; unless doing so would be irrelevant, redundant and unduly hazardous to facility safety or would endanger the physical safety of any individual; the reasons for denial are to be stated in writing. The Witness Statement form may be used to document a witness statement; and***
- ***The right to waive a hearing and plead guilty to the charge(s).***

At Saguaro Correctional Center, disciplinary hearings are conducted by a designated Disciplinary Hearing Officer (DHO). If the DHO is not available, the hearing will be conducted by a staff member with the rank of Assistant Shift Supervisor or above who has been trained in the disciplinary hearing process.

The Disciplinary Hearing Officer will have the following responsibilities:

- ***Conduct hearings of all Disciplinary Reports when the offender involved does not waive his right to a hearing before the Disciplinary Hearing Officer;***
- ***Designate the appropriate penalty for the offense of which the offender is found guilty;***
- ***Make recommendations as to referrals for prosecution;***
- ***Periodically review and make written recommendations, when appropriate, as to the effectiveness and efficiency of the disciplinary process, including the appropriateness of offenses and penalties contained in CoreCivic policy; and***
- ***Prepare a written report of disciplinary hearing activities and keep said record according to the retention periods outlined in CoreCivic and facility Policy.***

A staff representative will be appointed when it is apparent that an offender is not capable of collecting and presenting evidence effectively on his own behalf. The Disciplinary Hearing Officer will consider the following factors in deciding to appoint a staff representative:

- ***Literacy level of the offender;***

- ***Complexity of the issues combined with the offender's overall intelligence and mental/emotional status;***
- ***Location of the offender (segregation may prevent the accused from gathering information for a defense); and***
- ***Cannot be used by the hearing officer.***

At Saguaro Correctional Center, staff representatives are chosen from among the facility's Case Managers. Those who are selected for duties as counsel for offenders at Disciplinary Board hearings are to be granted sufficient time to meet with offenders before the hearing, gather evidence and question witnesses, and to represent the offender at the hearing. The staff representative may, if necessary, assist as follows.

- ***Confer with the accused prior to the hearing.***
- ***Question witnesses for the accused during hearing.***
- ***Review written statements of charges and investigation.***
- ***Clarify position of the accused.***
- ***Make statements and present documentary evidence.***
- ***Aid the accused in presenting a defense or offer any explanation of the defense.***
- ***Excuse themselves, along with the accused, from the deliberation phase.***

At the conclusion of the hearing, the Board Hearing Officer will complete the Disciplinary Report, indicate the finding and, if found guilty:

- ***The sentence imposed;***
- ***The date and time of hearing; and***
- ***The signature of the Disciplinary Hearing Officer.***

A copy of this record will be given to the offender at the conclusion of the hearing. The penalty imposed is to be taken from the penalty list set forth in CoreCivic Policy or from a penalty list required by the contracting agency. The completed Disciplinary Report will be forwarded to the Warden or designee for review.

An offender may appeal the decision of the Disciplinary Board/Officer as to an offense to the Warden/Administrator. The offender is to be advised of his right to appeal the decision of the Disciplinary Hearing Officer at the time he is provided the decision. The offender has up to 15 days within receipt of the decision to file an appeal.

The Warden is to respond to the appeal in writing affirming or reversing the decision within 30 days of the appeal. The Warden is to review the Disciplinary Report to determine that there was compliance with the procedures set out in this policy, that there was sufficient evidence for a

finding of guilty, and that the penalty imposed was appropriate for the rule violation.

The Warden, after review, may:

- ***Concur with the findings and penalty;***
- ***Void the report;***
- ***Decrease punishment; or***
- ***Send back for a new hearing to correct any error in procedure but not for an increase in punishment.***

IN NO CASE will the Warden make a finding or impose a penalty that increases the category of the offense(s) or penalty(ies). If an offender is found not guilty of an offense, major or minor, either after the hearing or the appeal, all reference to that offense will be removed from his file.

2.47 GRIEVANCE PROCEDURE

2.47.1 The awarded vendor shall provide an administrative process for offenders to utilize to resolve reasonable grievances and claims in accordance with NDOC AR 740 – Inmate Grievance Procedure.

CoreCivic has in place a grievance policy that provides a means for all offenders to address complaints regarding facility conditions, treatment and policies and procedures in accordance with ACA Standards. Procedures include access to grievance forms, consideration of the grievance by an impartial party, confidentiality measures, appeals, time limits for filing, responding and appealing

2.47.2 The awarded vendor must make a good faith effort to resolve legitimate offender claims without requiring the offender to file a formal grievance.

All offenders have access to an informal resolution process to resolve their complaints. At any time the informal resolution process has not provided successful resolution of the complaint or in the event of an emergency grievance, offenders may use the formal grievance process. All complaints should be assessed in a fair and impartial manner.

2.47.3 The grievances and claims include, but are not limited to, claims for personal property, property damage, disciplinary appeals, personal injuries, and any other tort or civil rights claim relating to the offender's conditions of confinement.

Current policy states that offenders may grieve the following matters through the grievance process:

- ***Violation of state and federal laws, regulations, or court decisions, to include but not limited to violations of the Americans with Disabilities Act, constitutional rights, etc.***
- ***Application of rules, policies, and/or procedures towards offenders over which CoreCivic has control;***
- ***Individual staff and offender actions, including any denial of access to the informal resolution or grievance processes;***
- ***Reprisals against offenders for utilizing the informal resolution or grievance processes; and***
- ***Any other matter relating to the conditions of care and supervision within the authority of CoreCivic.***

The following matters are not grievable by offenders through these grievance procedures:

- ***State and Federal court decisions;***
- ***State and Federal laws and regulations;***
- ***Final decisions on grievances;***
- ***Contracting agency (state department of corrections, etc.) policies, procedures, decisions, or matters (i.e., institutional transfers, parole and probation decisions, etc.);***
    - ***NOTE: Contracting agency policies, procedures, decisions, or matters shall be grieved in accordance with the regulations of the applicable contracting agency.***
- ***Disciplinary actions (all disciplinary action must be addressed in accordance with disciplinary procedures in place at the facility);***
- ***Property issues (all property issues must be addressed in accordance with property procedures in place at the facility); and***
- ***Classification status (all classification status must be addressed in accordance with classification procedures in place at the facility).***

2.47.4 Offenders may use the grievance procedure to resolve addressable claims, only if the offender can factually demonstrate a loss or harm.

CoreCivic's policies and procedures regarding the grievance process require investigation of the grievance complaint including factual information therein.

2.47.5 Only claims arising out of, or relating to, issues within the authority and control of NDOC and awarded vendor may be submitted for review and resolution by the way of the grievance process.

CoreCivic is willing to discuss with NDOC procedures for its offenders to grieve issues solely within the authority and control of NDOC and incorporate those procedures into facility policy.

2.47.6 The vendor proposal shall describe its offender grievance system, to include:

2.47.6.1 An informal problem solving process;

2.47.6.2 Identification of an awarded vendor's staff position assigned as grievance coordinator;

2.47.6.3 Description of the grievance coordinator's duties;

2.47.6.4 Time frames for awarded vendor's responses to grievances;

2.47.6.5 An escalation/appeal process if an offender is dissatisfied with a grievance response; and

2.47.6.6 Determination of an offender's abuse of the grievance process.

The Warden designates an individual(s) as Grievance Officer(s) who coordinates the grievance process to include:

- ***Reviewing all formal grievances received to ensure all necessary information is included;***
  - ***NOTE: Grievances that are prematurely appealed to the Warden or designee will be returned without review.***
- ***Ensuring informal resolution has been attempted (excluding emergency grievances);***
- ***Assigning a number to all formal grievances;***
- ***Logging all grievances received;***
- ***Forwarding formal grievances to the appropriate department head for response;***
- ***Coordinating the timely investigation and response of formal grievances;***
- ***Ensuring that, when a grievance decision specifies that an action is to be taken, a date is included for completing the action;***
- ***Ensuring the offender receives a copy of the completed grievance and ensuring that the offender's signature is acquired at the time a response is provided;***
- ***Ensuring all remedies/required actions are fulfilled by the imposed deadline; and***
- ***Maintaining all grievance records and documents as outlined as required in policy.***

With the exception of emergency grievances, offenders are required to utilize the informal resolution process concerning questions, disputes or complaints prior to the submission of a formal grievance. Resolution in the best interest of the offender and the facility is the primary goal.

The total time for the informal resolution process will be no more than fifteen (15) calendar days from the date the informal resolution form was submitted through the date the response was presented to the offender, unless unusual circumstances are present. In the event unusual circumstances (e.g. inability to contact a critical staff member for the

investigation process, facility on lock down status, etc.) prohibit the ability to meet time guidelines, the assigned staff member will provide the offender with written documentation extending the response deadline.

The offender must submit the informal resolution form within seven (7) calendar days of the alleged incident. The time for filing begins from the date the problem or incident became known to the offender.

The informal resolution form must be utilized to initiate the informal resolution process. With the exception of grievances related to medical care and treatment, offenders are required to submit informal resolution forms through facility mail or in person to the appropriate unit management staff. All informal resolution forms related to medical care and treatment must be submitted to qualified health services staff through facility mail.

The unit management team member assigned to complete the informal resolution process will be responsible for:

- ***Conducting an initial meeting with the offender to discuss the issue;***
- ***Meeting with all staff members involved with the issue;***
- ***Researching necessary information to determine if a remedy is possible;***
- ***Developing a response to present to the offender in an attempt to resolve the issue informally;***
- ***Ensuring the offender receives a copy of the completed informal resolution form at the time the response is provided; and***
- ***Ensuring any remedies agreed upon are completed.***

In the event the offender is not satisfied with the response, the offender has five (5) calendar days to submit a formal grievance to the Grievance Officer. Should the offender pursue a formal grievance, the grievance form must be utilized to file a formal grievance. The offender will be required to attach a copy of the informal resolution form to the formal grievance form. The offender places the completed grievance in a sealed envelope marked "Grievance" and then places the envelope in the grievance mail box.

The Grievance Officer will check the grievance mail boxes daily, excluding weekends and holidays. After ensuring that the formal grievance is correctly submitted and that the required documentation is attached, the Grievance Officer assigns a number to the formal grievance, documents it on the Facility Grievance Log, and forwards the formal grievance to the appropriate staff member for a response.

Each formal grievance will be responded to by including a written explanation for approval/disapproval. Unless a time extension has been granted, the offender will receive a response to the formal grievance within fifteen (15) calendar days of submission. The total time for the formal grievance process will be no more than fifty (50) days from filing to a final appeal decision, unless unusual circumstances are present.

If an offender is not satisfied with the decision of a formal or emergency grievance, the offender may complete the appeal section of the grievance form and resubmit the grievance. Offenders are entitled to appeal all adverse decisions, even those made on a purely procedural basis including, but not limited to, the expiration of a time limit. The offender must file the appeal within five (5) calendar days of the response date listed on the grievance form.

The Grievance Officer forwards all grievance appeals to the Warden for review and a final response. Each appeal is responded by way of a written explanation for approval/disapproval. The response is documented on Page 2 of the grievance form and given to the offender, in person, for signature. Responses may be given to the offender by the Warden or the Grievance Officer. The offender will receive a complete copy of the appeal response and any corresponding attachments at the time of presenting the response. If the response is presented to the offender by the Warden, the Warden ensures that the Grievance Officer receives a copy of the appeal response and corresponding attachments to ensure the appeal is appropriately logged and maintained on file.

The Warden's decision is final unless otherwise specified in the facility management contract.

Barring extraordinary circumstances, a grievance will be considered settled if the decision at any step is not appealed by the offender within the given time limit. Emergency grievances receive a response to the appeal within seven (7) calendar days of submission. Formal grievances receive a response to the appeal within fifteen (15) calendar days of submission. If a grievance is submitted for review and the offender is transferred or released from custody, efforts to resolve the grievance will normally continue. It is the offender's responsibility to notify the Grievance Officer of the pending transfer or release and to provide a forwarding address and any other pertinent information.

If it is determined by the Warden that an offender is deliberately abusing the grievance system through excessive filing of grievances and/or repeated refusal to follow procedures, the Warden may suspend the filing of additional grievances until all pending grievances have been resolved.

The Warden will provide the offender with written documentation of the suspension.

2.47.7 The awarded vendor's grievance policy and procedures are subject to approval of the NDOC.

CoreCivic acknowledges the requirements of this Section and looks forward to NDOC-provided instruction on the grievance process as mentioned in Section 2.3.7.

2.47.8 All allegations of offender abuse by awarded vendor's staff, agents, independent contractors or volunteers shall be reported to NDOC's Inspector General's Office.

CoreCivic acknowledges the requirements of this Section and will comply.

2.47.9 Any third-party reporting of sexual abuse against an offender must be referred to NDOC's Inspector General's Office.

CoreCivic acknowledges the requirements of this Section and will comply.

2.47.10 Offenders who participate in or utilize the awarded vendor's grievance procedure shall not be subjected to retaliation. An unfounded claim of retaliation will be handled as an offender's abuse of the grievance procedure.

Offenders will not be subject to retaliation, reprisal, harassment or discipline for use or participation in the grievance procedure

2.47.11 Comprehensive awarded vendor's responses are required for offender grievances. Limited statements such as "Your grievance is denied" are not acceptable. An explanation is necessary.

CoreCivic acknowledges the requirements of this Section and will comply.

2.47.12 Grievance remedies should be determined with the goal to appropriately resolve legitimate claims at the lowest level of review possible.

As stated previously in Section 2.47.2 and 2.47.6, the goal of CoreCivic's grievance policies and procedures are to resolve all issues at the lowest-possible review level.

2.47.13 Compensation for loss of personal property, property damage, personal injury or any other claim arising out of a tort shall not exceed five hundred ($500). If the damage is a result of the awarded vendor, the awarded vendor shall be responsible for the monetary claim.

CoreCivic acknowledges the requirements of this Section and will comply.

2.47.14 Offenders may submit a grievance/appeal to NDOC for grievances pertaining to issues within NDOC's control.

Please see our detailed response in Section 2.47.6.

2.47.15 The awarded vendor shall provide NDOC with grievance responses.

CoreCivic acknowledges the requirements of this Section and will comply.

2.48 SUBSTANCE ABUSE TESTING

2.48.1 NDOC has a zero tolerance for unauthorized drug, alcohol and tobacco use. The awarded vendor shall maintain a drug-free environment at their facility. All offender substance abuse testing shall be completed in accordance with NDOC AR 491 – Inmate Substance Abuse Testing.

CoreCivic believes that substance use disorder is a chronic, progressive, and potentially fatal condition which contributes to negative life consequences for program participants, their families, and the communities in which they live. Recognizing that participants must change their negative thinking patterns in order to break the criminogenic cycle and reintegrate into society as productive citizens and positive role models, CoreCivic is committed to providing safe treatment environments in which they can confront the criminogenic thoughts and behaviors that led to their incarceration. To further assist in this goal, CoreCivic has a Zero Tolerance policy regarding the use of alcohol, tobacco, and illegal substances at all of its facilities.

2.48.2 The awarded vendor shall designate staff members as the primary offender substance testing coordinator and a back-up coordinator.

CoreCivic acknowledges the requirements of this Section and will comply.

2.48.3 A minimum of five percent (5%) of the Nevada offender population shall be tested monthly on a random basis, and the awarded vendor shall provide a summary of the results to NDOC. The awarded vendor should conduct drug testing of offenders who are suspected of being under the influence or for cause.

The requirements of this Section are in alignment with CoreCivic policy, which also requires a minimum of five percent (5%) of the offender population tested monthly on a random basis, as well as any offender under reasonable suspicion of being under the influence, or other just cause.

2.48.4 Testing shall not be used as a tool to harass offenders. Testing shall not be done on the basis of race, creed, color, national original, sex, age, political affiliation, sexual orientation or handicap or for any other discriminatory purpose.

As mentioned above, offenders are selected for drug testing solely for the reasons listed in Section 2.48.3 above.

2.48.5 At a minimum, testing shall screen for the following substances at cut-off levels indicated by NDOC to the awarded vendor upon contract award:

2.48.5.1 Alcohol;
2.48.5.2 Amphetamine;
2.48.5.3 Barbiturates;
2.48.5.4 Cocaine;
2.48.5.5 Marijuana;
2.48.5.6 Opiates;
2.48.5.7 Phencyclidine; and
2.48.5.8 Designer stimulants.

CoreCivic acknowledges the requirements of this Section and will comply.

2.48.6 All positive samples shall be sent to an accredited laboratory for confirmation. Laboratories shall test samples for potential adulteration using physical examination and analytical examination including, but not limited to, measurement of pH, creatinine, and nitrite levels.

CoreCivic acknowledges the requirements of this Section and will comply.

2.48.7 The awarded vendor is responsible for all costs of administering the drug testing program.

CoreCivic acknowledges the requirements of this Section and will comply.

2.49 RELEASES

Upon the request of NDOC, the awarded vendor will return an offender to NDOC's custody once he has been identified as nearing his release date. The awarded vendor will provide to NDOC all appropriate pre-release planning documentation upon the offender's return.

CoreCivic will comply with the requirements of this Section.

2.50 VICTIM INFORMATION AND NOTIFICATION EVERYDAY (VINE)

2.50.1 NDOC shall notify the NDOC Victim Services Officer when an offender is being transferred to the awarded vendor. NDOC shall be responsible for victim's programs and services.

CoreCivic acknowledges the information in this Section.

2.50.2 The awarded vendor shall develop a process as part of this RFP to coordinate and communicate any offender's information, when requested, to the NDOC Victim Services Officer.

Upon award, CoreCivic will meet with the NDOC Victim Services Officer or designee to develop a process for prompt, accurate reporting of offender information for VINE. If it is determined to be necessary, CoreCivic will develop and implement a written policy to govern timely, accurate responses to requests for information from VINE.

2.51 STAFFING REQUIREMENTS

2.51.1 The awarded vendor shall provide uninterrupted supervision of offenders 24 hours per day seven (7) days per week. NDOC prefers that the awarded vendor provide direct supervision of offenders in all housing units.

CoreCivic's security program combines the best utilization of the physical plant design with well-trained staff. Our staff understand security and custody concerns and the application of policies and procedures to address those concerns. CoreCivic views security comprehensively to include more than merely preventing offenders from escaping. We provide twenty-four (24) hour supervision of offenders to include monitoring offender movement and maintaining a system of offender accountability. We achieve this by ensuring that an adequate number of employees are in place at the facility and in the appropriate positions. CoreCivic knows that adequate, well-trained staffing is critical to maintaining security and control. In considering staffing needs, CoreCivic's first priority is to preserve the safety and security of the public, staff and offenders. Staffing is designed to encompass all components of facility operations and administration.

The Saguaro Correctional Center is fully operational with staffing in place to meet the requirements of this RFP.

2.51.2 The vendor proposal must describe its staffing pattern to address the administrative, healthcare services (to include mental health), support, food

services, offender supervision, and security needs of the facility. The proposing vendor's proposal shall describe:

2.51.2.1 Security post staffing and offender-to-staff ratios;

CoreCivic's Staffing Plan at Saguaro adheres to the guidelines of offender to staff ratios and gender posting measures as set forth by the American Correctional Association. The security staff ratio provided in the Staffing Plan is 1:9.8 for correctional officers and 1:8.1 for all uniformed staff.

At a minimum, the Warden and the Chief of Security make daily rounds throughout the facility at intermittent intervals. In the event that the Warden and the Chief of Security are off site, daily rounds are made by either the designated Administrative Duty Officer, Facility Duty Officer, Assistant Warden(s), or Chief of Unit Management.

2.51.2.2 Provide a list of all mandatory security posts that shall be manned twenty-four (24) hours per day, seven (7) days per week; and

The following posts are considered mandatory security posts and are manned twenty-four (24) hours per day, seven (7) days per week.

- ***Shift Supervisor***
- ***Assistant Shift Supervisor***
- ***Central Control***
- ***Perimeter Patrol***
- ***Utility/Search & Escort***
- ***Medical (Correctional Officer Post)***
- ***Correctional Counselor (Special Management Unit)***
- ***Pod Control (High Custody/S.H.I.P./Segregation)***
- ***Housing Units***

2.51.2.3 Posts that will be carrying firearms and the training provided to staffs assigned to carry weapons.

At Saguaro Correctional Center, the posts authorized to carry firearms are Perimeter Patrol, Transportation, and off-site posts.

The use of firearms and deadly force carries the obligation and responsibility to exercise discipline, caution, restraint,

and good judgment. Employees must keep in mind that the use of potentially deadly force presents a danger to self, the subject, and to innocent parties. Deadly force will only be used as a last resort.

Prior to assuming a post that requires the carry of firearms, a staff member must complete twenty-four (24) hours of pre-service training on Use of Deadly Force, and Firearm Care, Safety, and Handling. Fourteen (14) hours of annual in-service training is required to maintain firearms certification. Training shall include the safe loading and unloading of approved weapons. Weapons-related training shall be of sufficient content, frequency, and duration to ensure the attainment and maintenance of prescribed levels of proficiency, according to a certified weapons instructor/training program. Records of weapons qualifications scores shall incorporate a "Pass/Fail" method of grading.

2.51.3 The awarded vendor shall make job descriptions, minimum qualifications, and education/experience requirements for all positions and staff available to NDOC upon request.

CoreCivic agrees to the requirements of this Section.

2.52 EMPLOYEE BACKGROUND CHECKS

The awarded vendor shall perform background checks on all potential employees and volunteers in accordance with applicable state and federal law and NDOC AR 300 – Recruitment and Hiring to include TB testing and NCIC checks.

CoreCivic policy requires a background check spanning a minimum of seven (7) years for all candidates selected for hire. The extent of checks as a condition of hire at Saguaro Correctional Center requires as a minimum the following:

- ***Verification of former employment;***
- ***Driver's license report;***
- ***Criminal history check;***
- ***Educational history;***
- ***Medical screening;***
- ***TB screening; and***
- ***Drug screening.***

Prospective volunteers must pass a criminal records check, as well as a drug screening prior to start date. They may not be on the Visiting List of any current

offender in the facility to which they offer volunteer services. Current policy can be amended to require TB screening for all volunteers upon award of contract.

2.53 DRUG FREE WORKPLACE

The awarded vendor shall perform an alcohol/drug test on all potential employees prior to beginning work at the facility in accordance with state and federal law and NDOC AR 348 – Alcohol and Drug Testing Requirements – Commercial Driver's License and 349 – Employee/Applicant Alcohol and Drug Testing.

CoreCivic requires all candidates selected for hire to pass an alcohol/drug test as a condition of employment.

2.54 EMPLOYEE, VENDOR AND VOLUNTEER TRAINING

2.54.1 The awarded vendor shall provide new employees with correctional employee training.

CoreCivic policy on Staff Development and Training was developed to meet or exceed all ACA standards.

2.54.2 At a minimum, the awarded vendor's employees shall receive the same number of hours of pre-employment and in-service training as are required by ACA Standards and NDOC AR 360 – Correctional Employee/Officer Basic Training Program.

CoreCivic acknowledges the requirements of this Section, along with the addition of training provided by NDOC on Disciplinary, Grievance, Classification, Case Management, and Sentence Computation as stated in Section 2.3.7.

2.54.3 Training reports shall be provided by the awarded vendor at the request of NDOC.

CoreCivic policy requires maintenance of meticulous training records and routine reporting to FSC. SCC will provide training reports to NDOC upon request.

2.54.4 The awarded vendor must describe how the requirements of this subsection will be accomplished including detailed training curricula, which differentiates between training provided to different classes of employees (e.g. security, administrative, clerical, etc.).

CoreCivic provides space and equipment for organized, planned, and evaluated training programs for all employees and volunteers to enhance job knowledge, performance skills, and employee competence. The Facility Training Manager utilizes the Learning Management System

(LMS) to maintain individual employees training data in accordance with CoreCivic policies, ACA standards, and local/contractual/statutory and/ or regulatory requirements.

Facility training programs and curricula are consistent with established lesson plan content, prescribed hours, and local, contractual, statutory, and/or regulatory requirements. Any deviation from such programs/curricula requires the prior approval of the Warden and Senior Director, Enterprise Development and Training. All training programs meet, at a minimum, the requirements of the American Correctional Association. Staff conducting training will use only those lesson plans and materials approved by the Senior Director, Enterprise Development and Training. Any lesson plans/materials developed by outside resources/individuals, or facility personnel will be submitted to the Division Training Manager for review and final approval by the Senior Director, Enterprise Development and Training prior to the requested program presentation date.

The Facility Training Manager is limited to teaching 40-60% of all training and should utilize a diverse group of qualified instructors to deliver all training programs. Qualified Instructors can be used to assist in providing training. These individuals are under the supervision of the Facility Training Manager. This includes non-CoreCivic Employees. The Facility Training Manager and Training Advisory Committee are responsible for selecting Qualified Instructors; the Facility Training Manager is responsible for assigning and monitoring Qualified Instructors.

Qualified Instructors are evaluated at least annually by the Facility Training Manager utilizing the Instructor Performance Evaluation Form. Facility Training Managers are evaluated at least annually by the Warden and/or immediate supervisor utilizing the Instructor Performance Evaluation Form. In-service instructors will receive credit for teaching a class after they have taught that class three (3) times within the calendar year or one (1) time if it is a course that requires the instructor to attend specialized instructor re-certification (i.e. PPCT, CPI, CPR). Instructors will only receive credit for the specific course taught. CoreCivic instructor/trainers who are qualified to provide any use of force instruction are permitted to provide such training to CoreCivic staff ONLY. (NOTE: Qualified CoreCivic Instructors are prohibited to provide use of force training, as a CoreCivic representative, to anyone other than CoreCivic staff).

<u>All new full-time/part-time professional and support employees, including contractors</u> (excluding health care professional auxiliary personnel) receive a minimum of forty (40) hours orientation before undertaking their

assignments. At a minimum, the orientation program includes instruction in the following:

- ***CoreCivic Overview (history/philosophy);***
- ***Human Resources Management;***
- ***Criminal Justice System, Legal Issues, and Offender Rights;***
- ***Facility Tour and Meet Staff;***
- ***Sexual Harassment;***
- ***Professionalism and Ethics;***
- ***Emergency Plans/Incident Command System (ICS) Overview;***
- ***Games Criminals Play (offender manipulation);***
- ***Hostage Situations;***
- ***Suicide Prevention;***
- ***Cultural and Ethnic Sensitivity;***
- ***Supervision of Offenders;***
- ***Safety and Security (including Tool and Key Control, Institutional Safety, Contraband, and Searches);***
- ***Medical Issues (including communicable diseases, medical and/or psychiatric referral, Health Insurance Portability and Accountability Act of 1996 [HIPAA], and special needs offenders);***
- ***Information Security;***
- ***Offender Management (classification, grievance, and disciplinary procedures);***
- ***Use of Force (regulations and tactics);***
- ***Sexual Assault/Staff Sexual Misconduct/Prison Rape Elimination Act (PREA);***
- ***First Aid (communicable diseases/infection control, defibrillator); and***
- ***Cardiopulmonary Resuscitation;***

In addition to orientation, <u>all new custody personnel</u> complete a minimum of one-hundred twenty (120) hours of custody training and an additional forty (40) hours of on-the-job training for a total of two hundred hours of correctional training. At a minimum, instruction includes the following:

- ***Policies, Procedures and Post Orders;***
- ***Crime Scene Procedures;***
- ***Unit Management;***
- ***Offender Communication (including Crisis Prevention Intervention, Interpersonal Communication, Offender Problem Solving);***
- ***Radio Communications;***
- ***Searches/Contraband Control;***
- ***Stress Management;***
- ***Substance Abuse;***
- ***True Colors;***

- ***Tool and Key Control;***
- ***Building a Career in Corrections;***
- ***Offender Accountability;***
- ***Security and Safety, Part II;***
- ***Transportation of Offenders;***
- ***Report Writing, Part I;***
- ***Report Writing, Part II;***
- ***Chemical/Inflammatory Agents Familiarization;***
- ***Use of Restraints;***
- ***Security Systems;***
- ***Crisis Communication;***
- ***Teambuilding;***
- ***Defensive Tactics (Pressure Points Control Tactics [PPCT], Parts I and II);***
- ***Special Management Units;***
- ***Correctional Officer Subculture;***
- ***Conflict Management;***
- ***Offender Management, Part II;***
- ***Security Threat Groups (STG);***
- ***Video Camera Operations;***
- ***Test Review/Final Exam; and***
- ***Graduation***

<u>Designated personnel</u> may receive additional instruction in the following areas:

- ***Batons***
- ***Chemical Agents***
- ***Electronic Restraint Devices***
- ***Firearms***
- ***Inflammatory Agents***
- ***Less Lethal Munitions Pepper Ball***
- ***Stun And Diversionary Devices***

CoreCivic provides annual In-Service training to all employees in accordance with the previously stated standards and guidelines. The In-Service training program is designed around the principle that training is an instrument for change. To support this principle, CoreCivic has developed a forty (40) hour In-Service training curriculum that has two distinct components:

- ***"Fundamentals of Operations" is provided to all employees in order to meet required standards and satisfy hands-on training requirements for applicable staff in areas such as CPR and firearms; and***

- ***"Tract" training to target employees performing specific job-related tasks. Training for both categories may include web-based e-Learning, as well as classroom instruction.***

"Fundamentals of Operations" In-Service training for security and non-security employees includes the following subject areas with those required for Custody personnel indicated with an asterisk in the list below. Employees who have previously received Custody training and wish to maintain it may continue to participate in Custody training regardless of their current job title.

- ***Cultural Ethnic Sensitivity;***
- ***Information Security;***
- ***Suicide Prevention;***
- ***PREA;***
- ***Sexual Harassment;***
- ***Professionalism/Ethics;***
- ***HIPAA;***
- ***Emergency Plans/ICS;***
- ***Institutional Safety;***
- ***Report Writing;***
- ***Tool and Key Control;***
- ***First Aid/Communicable Diseases;***
- ***Offender Communication;***
- ***PPCT*;***
- ***Use of Restraints*;***
- ***Use of Force*;***
- ***Games Offenders Play;***
- ***CPR;***
- ***STG; and***
- ***Offender Management.***

"Tract" In-Service training pertains to employees with job-specific tasks and includes the following subject areas:

- ***Firearms;***
- ***Firearms/Back to Basics;***
- ***Firearms/OC (Oleoresin Capsicum) and Unit Management;***
- ***National Rifle Association;***
- ***Back to Basics (16 hours);***
- ***Back to Basics (24 hours);***
- ***Transportation/Outside Work Crew;***
- ***Warden's Training;***
- ***Presentation Skills;***
- ***Command Spanish;***
- ***Unit Management;***

- ***Clerical;***
- ***Canine;***
- ***Chemical Agent Instructor;***
- ***Food Service;***
- ***PPCT Instructor;***
- ***Special Operations Response Team (SORT);***
- ***Medical;***
- ***Investigator;***
- ***Classification/STG;***
- ***Samberg Leadership Training;***
- ***Public Information Officer;***
- ***Maintenance;***
- ***Safety;***
- ***ICS and Exercise Design;***
- ***True Colors Instructor;***
- ***Training for Trainers;***
- ***Facility and Contract-Specific;***
- ***Strategic Management***
- ***Workshop; and***
- ***Offender Programs.***

Any person who has separated from CoreCivic employment for more than twelve (12) months must complete all required training specific to the job classification upon re-employment. If any major contract/offender population changes have occurred since the employee's previous employment with the company, additional contract specific training and policy reviews will be required and forty (40) hours of on-the-job training will be completed.

If the time of separation has been less than twelve (12) months, the employee will be required to complete a minimum of ten (10) hours of training in the following areas:

- ***Use of Force***
- ***Offender Management***
- ***Emergency Plans/IMT; and***
- ***All policies outlined on the Policy Review Checklist.***

In the event that the forty (40) hours of required in-service training was not completed prior to the termination date, the employee will complete in-service training upon being rehired.

On-The-Job Training (OJT) is conducted under the direction of the employee's supervisor and coordinated by the Facility Training Manager. Activities are supervised by an individual equivalent or superior in rank to

the individual receiving the training. The Housing Officer OJT Form will be used to document Correctional Officer on-the-job training. Appropriate facility specific activities may be added to this form with the approval of the Division Training Manager.

The On-the-Job Training Form will be used to document all positions other than Housing Officer. Each Facility Training Manager will assist facility supervisors and managers in establishing structured OJT tasks for every position in the facility. Each OJT form will identify specific tasks to be completed and the performance level at which it will be measured

The employee's supervisor or designee must sign the OJT form indicating successful completion of OJT and submit to the Facility Training Manager for data entry into the LMS within one (1) week after completing the training. A hard copy of the OJT form will be maintained in the employee's training file.

An OJT form must be completed any time an employee changes job titles or transfers to another facility, unless they have held the same position at the same facility previously. If the contracting agency requires completion of a specific agency OJT program it must meet or exceed the CoreCivic standards.

Approved volunteers shall be provided orientation and training appropriate to the level of access and offender contact associated with their volunteer assignment.

<u>Volunteers</u> shall not assume provision of services at a facility apart from completion of, at least, the minimum orientation training as described below.

- ***A Level I Volunteer must complete an initial eight (8) hours of orientation training by direct delivery or documented distant learning prior to the provision of any volunteer service(s). A Level I Volunteer must be supervised by a staff member at all times as determined by the Warden or his/her designee. Initial training shall cover, at a minimum:***
    - ***Introduction / Overview of the Facility / CoreCivic;***
    - ***Identification, Dress Code, and Grooming;***
    - ***Special Needs Offenders;***
    - ***Professionalism, Volunteer Code of Ethics;***
    - ***Entry and Exit Procedures;***
    - ***Fire Safety and Evacuation Procedures;***
    - ***Safety and Security (including contraband control);***
    - ***Internal Communication (phone, radio, body alarm, etc.);***
    - ***Volunteer Policy, documentation and agreements;***

- ***Program Documentation Requirements;***
- ***Criminal Justice and Legal Issues (w/ RFRA & RLUIPA);***
- ***The Games Offenders Play;***
- ***Cultural Awareness and Sensitivity (includes religious culture);***
- ***Suicide Awareness;***
- ***PREA; and***
- ***Specialized Chaplaincy-Related Training (if applicable)***

A Level I Volunteer must complete an additional eight (8) hours of training within the first year of service, and shall complete eight (8) hours in-service training each year following the initial year.

- ***A Level II Volunteer shall complete four (4) hours of orientation by direct delivery or documented distant learning prior to the provision of any volunteer service(s). A Level II Volunteer must be under direct (sight and sound) staff supervision at all times. Initial training shall cover, at a minimum:***
  - ***Introduction / Overview of the Facility / CoreCivic***
  - ***Identification, Dress Code, and Grooming***
  - ***Entry and Exit Procedures***
  - ***Volunteer Policy, documentation and agreements***
  - ***The Games Offenders Play***
  - ***Cultural Awareness and Sensitivity (includes religious culture)***
  - ***Suicide Awareness***
  - ***PREA***
  - ***Specialized Chaplaincy-Related Training (if applicable)***

A Level II Volunteer must complete an additional four (4) hours of on-the-job training (OJT) within the first year of service, and shall complete four (4) hours in-service training each year following the initial year.

2.55 PRISON RAPE ELIMINATION ACT (PREA)

2.55.1 The awarded vendor shall adopt and comply to the federal Prison Rape Elimination Act (PREA) standards and in accordance with NDOC AR 573 – PREA Screening and Classification.

In keeping with sound correctional practice and as required by the Prison Rape Elimination Act (PREA), §115.11, CoreCivic takes a "zero tolerance" approach to offender sexual abuse and sexual harassment. Since the creation of the first set of proposed national standards to eliminate prison sexual assaults, CoreCivic has taken a leadership position on this important public policy issue. Prior to the issuance of standards by

the Department of Justice (DOJ), we proactively adopted – and in many cases exceeded – many of the national PREA standards and best practices. CoreCivic has developed and implemented comprehensive policies and procedures to address the PREA standards and eliminate the sexual abuse of offenders in our custody through our Sexual Abuse Response and Prevention Program. CoreCivic has a Senior Director, PREA, who is responsible for the development, implementation, and oversight essential to demonstrate compliance with the National PREA Standards. This Senior Director also oversees a PREA Compliance Manager at each facility.

2.55.2 NDOC reserves the right to review any report, substantiated or unsubstantiated, of sexual misconduct that occurs at the awarded vendor's facility, to include sexual misconduct by the awarded vendor's employees.

CoreCivic agrees to the requirements of this Section and will comply.

2.55.3 The vendor proposal shall describe how the requirements of this subsection shall be accomplished to include how it shall reduce the risk of sexual misconduct between offenders, between offenders and employees/ contractors/volunteers and the methods to be used by offenders to report rape, sexual threats, and sexual misconduct.

CoreCivic believes that preventing sexual harassment and sexual abuse at our facilities starts at the very beginning, both for our staff and for the offenders entrusted to our care. All applicants and employees who may have direct contact with offenders are asked about previous misconduct in written applications and in any interviews or written self-evaluations conducted as part of reviews of current employees. The Self-Declaration of Sexual Abuse/Sexual Harassment form will be completed as part of the hiring process and as part of the promotional process.

All CoreCivic facility employees receive training on CoreCivic's zero-tolerance policy for sexual abuse and sexual harassment. Such training is tailored to the gender of the offenders at the facility. At a minimum, all employees receive pre-service and annual in-service training on the following:

- ***The PREA National Standards and other applicable state or local laws imposing criminal liability for the sexual abuse of a person held in custody;***
- ***An employee's duty to report any occurrence of sexual harassment or sexual abuse;***
- ***How to fulfill employee responsibilities for sexual abuse/sexual harassment prevention, detection, reporting, and response in accordance with this policy;***

- ***The right of offenders to be free from sexual abuse and sexual harassment;***
- ***The right of offenders and employees to be free from retaliation for reporting sexual abuse and sexual harassment;***
- ***The dynamics of sexual abuse and sexual harassment in confinement;***
- ***Locations, situations, and circumstances in which sexual abuse may occur;***
- ***The common reactions of sexual abuse and sexual harassment victims;***
- ***Signs of victimization;***
- ***How to detect and respond to signs of threatened and actual sexual abuse;***
- ***Signs of predatory behavior;***
- ***How to avoid inappropriate relationships with offenders;***
- ***Circumstances that may lead to inappropriate sexual contact by an employee;***
- ***How to communicate effectively and professionally with offenders, including LGBTI and Gender Non-Conforming offenders; and***
- ***How to comply with laws relevant to mandatory reporting of sexual abuse to outside authorities.***

In addition to the general training provided to all employees, security staff receive training in how to conduct cross-gender pat-down searches, and searches of transgender and intersex offenders, in a manner that is professional, respectful, and the least intrusive possible while being consistent with security needs.

- ***In addition to the general training provided to all employees and to the extent that CoreCivic conducts sexual abuse investigations, investigators shall receive training in conducting sexual abuse investigations in confinement settings. The facility PREA Compliance Manager ensures that more than one (1) person at the facility receives training as a sexual abuse investigator. This will ensure that a trained investigator is available as a back-up during employee absences (e.g. leave, paid time off, sickness, offsite training, etc.) from work.***
- ***Specialized training includes techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.***
- ***Documentation confirming that investigators have completed the required specialized training in conducting sexual abuse investigations is maintained in accordance with CoreCivic policies***

regarding Record Retention and Maintenance of Training Records.

In addition to the general training provided to all employees, all full and part-time Qualified Health Care Professionals and Qualified Mental Health Professionals, who work regularly in the facility, receive specialized medical training as outlined below:

- ***How to detect and assess signs of sexual abuse and sexual harassment;***
- ***How to preserve physical evidence of sexual abuse;***
- ***How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and***
- ***How and to whom to report allegations of sexual abuse and sexual harassment.***

Employees transferring to a facility that houses a population whose gender is different from their previously assigned facility receive additional training specific to the population of the newly assigned facility. Employees are required to confirm, by either electronic or manual signature, their understanding of the received training. Signed documentation is maintained in the employee's training file.

All civilians/contractors who have contact with offenders on a recurring basis receive training on their responsibilities pertaining to sexual abuse and sexual harassment prevention, detection, reporting, and response as outlined in policy. The level and type of training provided to civilians/contractors is based on the services they provide and level of contact they have with offenders. All civilians/contractors who have contact with offenders are notified of CoreCivic's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents. Civilians/contractors are required to confirm, by either electronic or manual signature, their understanding of the received training. Signed documentation will be maintained in the civilian or contractor's file.

CoreCivic has designed a comprehensive training plan for all staff that complies with the content of §115.31 of PREA. The standard requires that this training be refreshed every two years. As a part of our commitment to eliminating sexual abuse and sexual harassment in our facilities, CoreCivic has opted to ensure this training is provided annually.

Each CoreCivic facility has a Sexual Abuse Response Team (SART) which includes the following positions:

- ***PREA Compliance Manager;***
- ***Medical representative;***
- ***Security representative;***

- ***Mental health representative; and***
- ***Victim Services Coordinator.***

NOTE: The medical and/or mental health professional may serve as the facility's Victim Services Coordinator. The facility Victim Services Coordinator will not be a member of security.

The SART responsibilities shall include the following:

- ***Responding to reported incidents of sexual abuse;***
- ***Responding to victim assessment and support needs;***
- ***Ensuring policy and procedures are enforced to enhance offender safety; and***
- ***Participating in the development of practices and/or procedures that encourage prevention of sexual abuse and enhance compliance with PREA National Standards.***

Supervisors conduct unannounced facility rounds to identify and deter employee sexual abuse and sexual harassment. The occurrence of such rounds is documented as an unannounced round in the applicable log (e.g. ADO, post log, shift report, etc.). These rounds are conducted on all shifts and in all areas where offenders are permitted. Employees are prohibited from alerting other employees that supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.

Upon admission to the facility, offenders are screened by staff assigned to perform the initial intake screening process in order to obtain information relevant to housing, cell, work, education, and program assignments with the goal of keeping separate those offenders at high risk of being sexually victimized from those at high risk of being sexually abusive. The screening identifies past victims and/or predators and assesses vulnerability to sexual abuse victimization.

Screenings are completed and documented using the Sexual Abuse Screening Tool, with referrals to Classification/Unit Staff and the Health Services Department for further evaluation and screening as necessary, unless the facility management contract requires otherwise. A reassessment of the offender's risk level of victimization or abusiveness is conducted by the appropriate Case Manager or a staff member designated by the Warden within thirty (30) days of the offender's arrival at the facility. The reassessment includes any additional relevant information received by the facility since the initial intake screening; and, when warranted, due to a referral, request, incident of sexual abuse, or receipt of additional information that may impact the offender's risk of victimization or abusiveness. The Sexual Abuse Screening Tool is used for completing the reassessment.

All offenders received at a CoreCivic facility, beginning at initial reception, receive education and training on the requirements of PREA. This training has a particular focus on CoreCivic's Zero Tolerance Policy, the right to be free from Sexual Harassment and Sexual Abuse, directions on how to report allegations of Sexual Abuse or Sexual Harassment, and their right to be free from retaliation for reporting incidents.

Offenders are encouraged to report immediately pressure, threats, or instances of sexual abuse or sexual harassment, as well as possible retaliation by other offenders or employees for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.

Offenders who are victims of sexual abuse have the option to report an incident to a designated employee other than an immediate point-of-contact line officer by using any of the following methods:

- ***Submitting a request to meet with Health Services staff and/or reporting to a Health Services staff member during sick call;***
- ***Calling the facility's twenty-four (24) hour toll-free notification telephone number;***
- ***Verbally telling any employee, including the facility Chaplain;***
- ***Forwarding a letter, sealed and marked "confidential", to the Warden or any other employee;***
- ***Calling or writing someone outside the facility who can notify facility staff;***
- ***Forwarding a letter to the CoreCivic Managing Director, Facility Operations.***

Employees must take all allegations of sexual abuse seriously, including verbal, anonymous, and third-party reports, and treat them as if the allegation is credible. Staff are required to promptly document any verbal reports. All reports of sexual abuse and sexual harassment are reported to the facility investigator. Employees having contact with the alleged victim should behave in a manner that is sensitive, supportive, and non-judgmental.

All employees are required to report immediately:

- ***Any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in the facility in accordance with this policy, whether or not the area is under CoreCivic's management authority;***
- ***Retaliation against offenders or employees who have reported such an incident; and***
- ***Any employee neglect or violation of responsibilities that may have contributed to an incident or retaliation.***

Employees who fail to report allegations may be subject to disciplinary action. Apart from reporting to designated supervisors or officials, employees shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, and as specified in this policy, to make treatment, investigation, and other security and management decisions.

Offenders are provided access to outside victim advocates for emotional support services related to sexual abuse by giving offenders mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, state, or national victim advocacy or rape crisis organizations. This information is included in the facility's Offender Handbook. CoreCivic facilities enable reasonable communication between offenders and these organizations and agencies, in as confidential a manner as possible. Offenders are informed, prior to giving them access, of the extent to which such communications are monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

Our vigilance and proactive implementation of the DOJ's initial PREA standards have resulted in all 35 of our PREA audited facilities meeting the DOJ's standards. Saguaro Correctional Center was audited on November 2 – 7, 2014. Saguaro exceeded one of the PREA standards and met all of the other applicable standards. The audit report for Saguaro Correctional Center is available for download at https://ccamericastorage.blob.core.windows.net/media/Default/documents/PREA/Reports/2015/2015-Sagauro-PREA-Report.pdf

2.56 CONTRACT MONITORING

2.56.1 The awarded vendor shall be subject to contract monitoring to ensure compliance with federal PREA standards in accordance with PREA Section 115.12 (b).

CoreCivic acknowledges the information in this Section and will cooperate fully with NDOC contract monitors.

2.56.2 NDOC shall perform quarterly on-site audits to ensure the awarded vendor's compliance with all contracted services.

2.56.2.1 Any NDOC travel outside of the quarterly audits required as a result of the awarded vendor's non-compliance will be at the awarded vendor's expense.

CoreCivic believes in being audit-ready at all times. We will cooperate fully with NDOC auditors.

2.57 RECORDS AND REPORTING REQUIREMENTS

2.57.1 All NDOC offender information shall be subject to statutory limitations on disclosure, including but not limited to state privacy laws, and provisions of the federal requirements imposed by the HIPAA or other federal privacy laws.

CoreCivic acknowledges this information and will comply with all statutory limitations on disclosure of offender information.

2.57.2 The awarded vendor shall prepare, maintain, and retain accurate, comprehensive, legible records for each offender that includes any documentation, information, and records pertinent to that offender in accordance with and as required by NDOC ARs 560 – Central and Institutional Record Files, 569 – Confidentiality of Inmate Records, 639 – Medical Records and 711 – Inmate Personal Property.

CoreCivic utilizes OMS (Offender Management System) and AllScripts to electronically maintain offenders' institutional files and medical files, respectively. Hard copy records on each offender are also maintained on file in the records department (medical files are maintained in the medical department) at SCC, per CoreCivic policy on offender files. A list of those authorized to access files is also maintained in the respective departments. CoreCivic's policy meets or exceeds ACA standards. If necessary, our policy can be amended to clarify its compliance with NDOC ARs 560, 569, 639, and 711.

2.57.3 NDOC shall provide to the awarded vendor a copy of all pertinent offender records upon transfer to the awarded vendor's facility.

CoreCivic acknowledges the information in this Section.

2.57.4 Upon return to Nevada, the awarded vendor shall provide a complete set of records for each offender, to include all records referenced throughout this RFP.

The requirements of this Section are stated in CoreCivic's policy on Inmate/Resident Records.

2.57.5 NDOC shall have unrestricted access to any records, information, and documents of any type or kind which pertain to the awarded vendor's

performance under the contract. NDOC shall give reasonable notice in the event it seeks access to such records or documents.

2.57.5.1 NDOC shall have unrestricted access to any records or documents, of any type or kind, which pertain to any sub-vendor performance or activity under the contract.

CoreCivic acknowledges the information in this Section and will comply.

2.57.6 The awarded vendor shall provide a monthly report to include:

2.57.6.1 A log of all disciplinary offense reports and disposition or action taken;

2.57.6.2 A log of all positive drug tests (confirmed with a second test);

2.57.6.3 A restrictive housing roster including the reason for such placement and duration;

2.57.6.4 A report of all incidents by category in accordance with subsection 3.59 of this RFP (e.g. the number of offender-on-offender assaults, the number of and reason for all Facility lockdowns, etc.);

2.57.6.5 A suicide watch log;

2.57.6.6 A forced medication panel log with results; and

2.57.6.7 Offender grievance responses.

CoreCivic acknowledges the information in this Section and will comply.

2.57.7 The awarded vendor shall provide a monthly healthcare services statistical report using the criteria, format, and transmission method as defined by NDOC. The report shall include utilization data from the following areas:

2.57.7.1 Clinical visits/Sick calls;

2.57.7.2 Emergency care services;

2.57.7.3 Chronic care services;

2.57.7.4 Pharmacy services;

2.57.7.5 Medical diets;

2.57.7.6 Dental services;

2.57.7.7 Vision services;

2.57.7.8 Mental health services;

2.57.7.9 Infectious diseases; and

2.57.7.10 Offender deaths.

CoreCivic acknowledges the requirements in this Section and will comply.

2.57.8 The awarded vendor shall provide a monthly sales and commissions report using the criteria, format, and transmission method as defined by NDOC.

CoreCivic acknowledges the requirements in this Section and will comply.

2.57.9 The awarded vendor shall provide a monthly programs services statistical report using the criteria, format, and transmission method as defined by NDOC. The report shall include utilization data from the following areas:

2.57.9.1 The number of offender participants in programs, including the Re-Entry program;

2.57.9.2 The reasons any offender was withdrawn from programming; and

2.57.9.3 The number of completions year-to-date.

CoreCivic acknowledges the requirements in this Section and will comply.

2.57.10 Upon contract award, NDOC shall provide the reporting criteria and format to the awarded vendor.

CoreCivic acknowledges the requirements in this Section and will comply.

2.57.11 Reports shall be due to NDOC by the tenth (10th) calendar day of the month following the reporting period.

CoreCivic acknowledges the requirements in this Section and will comply.

2.57.12 NDOC reserves the right to require additional or different reports or reporting information from the awarded vendor throughout the term of the contract, on either an ad hoc or regular basis.

CoreCivic acknowledges the information in this Section.

2.58 OFFENDER DEATHS

2.58.1 Upon the death of an offender, the awarded vendor shall complete all medical examinations required by State law or NDOC. Offender deaths shall be reported to NDOC immediately upon discovery to handle in accordance with NDOC AR 420 – Inmate Death or Serious Injury Procedure.

CoreCivic acknowledges the requirements in this Section and will comply.

2.58.2 NDOC shall notify the next of kin of the deceased offender, furnish information as requested, and the awarded vendor shall follow the instructions from NDOC with regard to disposition of the body.

CoreCivic acknowledges the requirements in this Section and will comply.

2.58.3 The body shall not be released except on order of the appropriate NDOC personnel. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by NDOC.

CoreCivic acknowledges the requirements in this Section and will comply.

2.58.4 NDOC may arrange to have the awarded vendor take care of the burial and all matter related or incidental thereto and all such expenses shall be paid by NDOC. The awarded vendor will provide NDOC with a certified copy of the death certificate.

CoreCivic acknowledges the requirements in this Section and will comply.

2.59 OFFENDER ESCAPES

2.59.1 The awarded vendor shall immediately notify NDOC and local law enforcement agencies upon discovery of an unauthorized absence or escape of an NDOC offender as required by state statute in the same manner it uses for any other Facility escapees.

2.59.1.1 The awarded vendor shall notify NDOC's VINE Program Officer, within one-hour of the facility escape.

CoreCivic acknowledges the requirements in this Section and will comply.

2.59.2 The awarded vendor is responsible for all costs associated with an escape, including the cost to dispatch local law enforcement agencies, state law enforcement agencies, or NDOC personnel to assist in the apprehension or conduct an after-action review, and including all costs associated with any such escape which are assessed against NDOC by third parties.

CoreCivic acknowledges the requirements in this Section and will comply.

2.59.3 The awarded vendor shall also be responsible for healthcare expenses incurred while an offender is on escape status and injuries resulting from the escape and the legal costs of extradition.

CoreCivic acknowledges the requirements in this Section and will comply.

2.59.4 At its expense, the awarded vendor shall be responsible for returning captured offenders to either the awarded vendor's facility or returning the offender to NDOC at NDOC's discretion.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60 EMERGENCY SITUATIONS AND INCIDENT REPORTING

2.60.1 It is the awarded vendor's responsibility to prevent disturbances, riots, and escapes at the facility and comply with NDOC AR 404 – Emergency Situations.

CoreCivic acknowledges the requirements in this Section. Our top priority is maintaining the safety, security, and well-being of all within the facility: offenders, staff, contractors, volunteers, and the public. This is reflected

in our operational policies and Emergency Plans, which can be amended as needed to clarify compliance with NDOC AR 404.

2.60.2 The awarded vendor shall notify NDOC Public Information Officer to evaluate and approve release of any media responses outside the awarded vendor's facility impacting NDOC offenders.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60.3 Reporting procedures and forms will be supplied by NDOC upon contract award. All incidents shall be reported by the awarded vendor to NDOC via telephone within one-hour of the incident, or as soon as reasonably possible.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60.4 The awarded vendor will notify NDOC by telephone for any:

- 2.60.4.1 Any use of force (including use of deadly force);
- 2.60.4.2 Assault, including sexual assault, by an employee, NDOC offender, or civilian
- 2.60.4.3 Civil disturbance/protests involving three (3) or more offenders
- 2.60.4.4 Death of an NDOC offender
- 2.60.4.5 Suicide attempts by an NDOC offender
- 2.60.4.6 Rape of an NDOC offender
- 2.60.4.7 Hostage situation;
- 2.60.4.8 Bomb threats;
- 2.60.4.9 Any serious interruptions to institutional services (e.g., full or partial lockdown of the awarded vendor's facility, food boycotts, work strikes, work-place violence)
- 2.60.4.10 Felony behavior by staff or NDOC offenders
- 2.60.4.11 Transportation accidents resulting in injuries, death, or property damage;
- 2.60.4.12 Property destruction rendering a living unit or support service area unusable;
- 2.60.4.13 Adverse weather impacting security of the awarded vendor's facility (e.g., fence damage, power outages, severe flooding); and
- 2.60.4.14 Any adverse incidents that attract unusual interest or significant publicity.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60.5 All serious incidents shall be investigated by the awarded vendor's facility, and a report be provided to NDOC as soon as reasonably possible. NDOC and the awarded vendor shall collaborate and agree upon a format for the

investigation report and submittal timeframe during contract implementation.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60.6 The awarded vendor shall handle all offender-related incidents, emergencies, and escapes in compliance with the provisions of NDOC ARs unless it conflicts with state laws, in which case state laws control. Incidents involving/impacting NDOC offenders are to be reported using the established NDOC-approved reporting format.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60.7 The awarded vendor and NDOC will provide each other with a list of names, phone numbers, e-mail addresses, and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operational matters should be directed.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60.8 For incidents involving any NDOC offender, the awarded vendor shall send to NDOC reports on the incident on a timely basis, consistent with NDOC policy.

CoreCivic acknowledges the requirements in this Section and will comply.

2.60.9 The awarded vendor must describe how the requirements of this subsection will be accomplished including its response plan detailing specific responses to emergency situations, the awarded vendor's policy for preventing and dealing with offender disturbances, riots, hostage situations, labor disputes, and escapes, and notifications to law enforcement and NDOC.

It is the policy of CoreCivic to maintain effective plans and procedures for responding to emergency situations. In addition, each facility ensures that appropriate employees are sufficiently trained in the execution of these plans. The Emergency Plans provide guidance and procedures to be utilized in an emergency situation and includes individual plans for the following incidents:

- ***Disruptive Event;***
- ***Fire;***
- ***Hazardous Material/Chemical Spill;***
- ***Bomb Threat;***
- ***Escape/Absconder;***
- ***Hostage Situation;***
- ***Assault from the Outside;***
- ***Natural Disaster;***

- ***Medical Emergency;***
- ***Partial Evacuation;***
- ***Total Evacuation;***
- ***Employee Work Stoppage;***
- ***Inclement Weather; and***
- ***Food Strike.***

All employees are trained in the implementation of the Emergency Plans in pre-service orientation and annually thereafter during in-service training. Employee work stoppage and disruptive event plans are communicated only to appropriate supervisory employees or other employees directly involved in the implementation of these plans. These plans will only be included in the emergency binders as outlined below.

The Chief of Security is responsible for ensuring that all exercises are documented. The Chief of Security reviews all documentation and forwards to the Warden a synopsis of the exercise to include a brief description of concerns discovered during the exercise as well as plans to resolve those concerns.

Each CoreCivic facility is responsible for conducting quarterly exercises on an annual basis to ensure employees are prepared to respond to emergency situations. Three (3) of the quarterly exercises will be functional exercises. They will be planned by the Chief of Security or higher authority, and are intended to encompass designated employees on-duty at the time of the exercise. Quarterly exercises will include simulation of Level II alert procedures outlined in the Emergency Plans.

One (1) of the quarterly exercises will be a full-scale exercise. It will be planned under the direction of the Warden, and is intended to encompass all employees on-duty as well as involvement with outside law enforcement and public safety agencies. The Annual Full-Scale Exercise will include actual implementation of Level II alert procedures outlined in the Emergency Plans.

Security drills are conducted on each shift every month and will include situations such as medical emergency, offender-on-offender fight, staff and offender accountability, etc. Security drills will be planned by the Shift Supervisor or higher authority, and are intended to enhance the initial response time during an emergency situation. Security drills will include actual implementation of Level I alert procedures outlined in the Emergency Plans. The person conducting the security drill will complete the Security Drill Checklist and forward it to the Chief of Security for review and archiving.

At a minimum, emergency binders are established and maintained in the Command Post and Central Control. The Chief of Security or designee is responsible for updating emergency binders as necessary. Emergency Binders must be red in color and contain the following information:

- ***Emergency Plans;***
- ***Emergency Contact List;***
- ***Employee Roster;***
- ***Memorandums of Understanding with local agencies to assist in the event of an emergency;***
- ***Maps (City, County, & State);***
- ***DOT Emergency Response Guidebook; and***
- ***Contracting Agency Emergency Requirements (including documentation of notification) and Miscellaneous Documentation.***

During a Level I incident, The Shift Supervisor or Assistant Shift Supervisor will attempt to resolve all emergencies utilizing employees and equipment immediately available. Upon resolution, the Shift Supervisor or Assistant Shift Supervisor will deactivate all Level I emergencies. Deactivation procedures include:

- ***Accounting for employees, offenders, and visitors/volunteers;***
- ***If an emergency count was required, ensure count is clear;***
- ***Announcing, via radio, that the emergency is over;***
- ***Checking and accounting for equipment issued;***
- ***Ensuring reporting procedures are completed in accordance with CoreCivic policy;***
- ***Ensuring that that Incident Report forms are submitted by all individuals involved in or witnessing the emergency;***
- ***Ensuring that offenders receive appropriate medical care following an incident;***
- ***Ensuring that all employees injured during the emergency report to the Health Services Department; and***
- ***Debriefing all involved employees.***

In the event the emergency cannot be resolved with immediately available employees and equipment, the Shift Supervisor or Assistant Shift Supervisor will lock down the facility and initiate the notification process, during which he/she will:

- ***Call 911 (if necessary for the emergency); and***
- ***Call the Administrative Duty Officer (ADO).***

Upon direction from the ADO, the following notifications will be made:

- ***Call the Special Operations Response Team (SORT);***
- ***Call the Contracting Agency;***
- ***Upgrade the emergency to Level II, at which point a Command Post will be established, and a change of command will occur.***

During a Level II emergency, the following steps will occur:

- ***The Incident Commander will attempt to resolve all emergencies utilizing the specific Emergency Plans.***
- ***The Emergency Checklists located in Section V. will be utilized in determining the actions necessary to reach a resolution.***
- ***Upon resolution, the Incident Commander will deactivate all Level II emergencies in accordance with the Deactivation Checklist.***

At a minimum, the Emergency Plans policy (to include all attachments) is reviewed at least annually by the Warden, Chief of Security, and Health Services Administrator. All reviews are documented on the Policy/Post Order Review/Revision and forwarded to the Manager, Quality Assurance for archiving. Recommended revisions to the policy and/or attachments will be forwarded to the Manager, Quality Assurance for processing. The Chief of Security or designee will be responsible for ensuring revisions to the policy and/or attachments are distributed appropriately. In addition, revisions to the Emergency Plans will require re-certification as outlined above.

2.60.10 NDOC retains the right to investigate any incidents involving NDOC offenders and/or pertaining to performance of the contract.

2.60.10.1 The awarded vendor shall cooperate with NDOC, any and all respective Nevada law enforcement agencies, including but not limited to, the NDOC Inspector General's Office on all such investigations.

2.60.10.2 The awarded vendor shall report all criminal activity to its appropriate law enforcement investigative agency or local authorities in accordance with applicable regulations.

CoreCivic acknowledges the requirements in this Section and will comply.

2.61 PUBLIC INFORMATION

2.61.1 The awarded vendor shall not release to the public any information, records, or other data concerning NDOC offenders. The awarded vendor shall not release to the public personal histories or photographs of offenders, or information concerning offender's delivery, removal, intra-institutional transfer, retaking, or release.

CoreCivic agrees to the requirements of this Section and will comply.

2.61.2 The awarded vendor shall not permit reporters or photographers to interview or photograph NDOC offenders without the express prior written permission of the NDOC Public Information Officer.

CoreCivic agrees to the requirements of this Section and will comply.

2.62 COST

2.62.1 The awarded vendor shall be paid a Per Diem amount based on the actual number of NDOC offenders housed at their facility each day at the count time specified by NDOC.

2.62.1.1 NDOC shall not pay any other costs, fees, or expenses, including contract start up or transition costs, apart from per diem, except as expressly provided for herein.

2.62.1.2 The per diem must be a fully burdened rate.

2.62.1.3 NDOC does not guarantee that it shall maintain the population of offenders at any certain level during the term of the contract.

CoreCivic agrees to all requirements of Section 2.62.1 as established under an agreed-upon contract Per Diem rate.

2.62.2 For the term of the contract, the awarded vendor shall be paid the Per Diem established by the contract.

2.62.2.1 For any renewal periods, the awarded vendor shall be paid the Per Diem in effect during the previous year plus an annual adjustment for inflation, if necessary.

2.62.2.2 Any annual adjustment for inflation shall be as set forth in the Consumer Price Index or two and one-half percent (2.5%) per year, whichever is less.

CoreCivic agrees to all requirements of Section 2.62.2 as established under an agreed-upon contract Per Diem rate.

2.63 CONTRACT PAYMENTS

2.63.1 Payment of the per diem rate is contingent upon the awarded vendor delivering a proper invoice and any other documents required by the contract to NDOC at the conclusion of each calendar month.

CoreCivic acknowledges and will comply with this Section.

2.63.2 The awarded vendor shall include with each invoice a statement listing the number of offenders at their facility for each day of the invoiced period.

NDOC payment shall be based on actual occupancy, as NDOC does not pay invoices prior to services being rendered.

CoreCivic acknowledges and will comply with this Section.

2.63.3 Invoices should be mailed to NDOC Accounting, P.O. Box 7011, Carson City, NV 89702.

CoreCivic acknowledges and will submit all invoices to the address above.

In accordance with Section 5.2.3, CoreCivic is not able to accept the Procurement Card Program as a method of payment.

Section VI
Company Background and References

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

Question	**Response**
Company name:	***CoreCivic, Inc.***
Ownership (sole proprietor, partnership, etc.):	***Real Estate Investment Trust***
State of incorporation:	***Tennessee***
Date of incorporation:	***January 28, 1983***
# of years in business:	***34***
List of top officers:	***Damon T. Hininger – President and Chief Executive Officer*** ***David Garfinkle – Executive Vice President (EVP) and Chief Financial Officer*** ***Harley Lappin – EVP and Chief Corrections Officer*** ***Anthony L. Grande – EVP and Chief Development Officer*** ***Kim White – Human Resources EVP*** ***Lucibeth Mayberry – Real Estate EVP*** ***Scott Irwin – EVP and General Counsel*** ***Scott Craddock – Associate General Counsel, Governance and Compliance***
Location of company headquarters, to include City and State:	***10 Burton Hills Blvd. Nashville, TN 37215***
Location(s) of the office that shall provide the services described in this RFP:	***1250 East Arica Road Eloy, AZ 85131***

Question	Response
Number of employees locally with the expertise to support the requirements identified in this RFP:	***Approximately 340 as part of a total Arizona workforce of 2,500 employees.***
Number of employees nationally with the expertise to support the requirements in this RFP:	***Approximately 13,000***
Location(s) from which employees shall be assigned for this project:	***Current SCC staff in Eloy, AZ and surrounding areas.***

3.1.2 A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

3.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

3.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	***NV19981366218***
Legal Entity Name:	***CoreCivic, Inc.***

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	***X***	No	

If "No", provide explanation.

3.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	***X***	No	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	**Response**
Name of State agency:	***Nevada Department of Corrections***
State agency contact name:	****Gloria Lawrence, Contract Monitor***
Dates when services were performed:	***May 1997 – October 2004***
Type of duties performed:	***CoreCivic (then CCA) entered into a contract with the State of Nevada in 1997 to provide total facility management for adult females housed at the Southern Nevada Women's Correctional Facility.***
Total dollar value of the contract:	***Not available***

Question	**Response**
Name of State agency:	***Nevada Department of Human Resources***
State agency contact name:	****Willie Smith, Deputy Administrator***
Dates when services were performed:	***September 9, 2003 – August 31, 2005***
Type of duties performed:	***CoreCivic (then CCA) provided secure housing for juvenile inmates for the Nevada Department of Human Resources, Division of Child and Family Services at the Shelby Training Center in Memphis, Tennessee.***
Total dollar value of the contract:	***Not available***

****Please note that the contact information listed may reflect the person who provided oversight for the contract at the date of termination/completion.***

3.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	***X***

To the best of our knowledge, no employee at the proposed facility has been an employee of the State of Nevada within the past two years.

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

3.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes	***X***	No	

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	**Response**
Date of alleged contract failure or breach:	***Please see explanation below.***
Parties involved:	
Description of the contract failure, contract breach, or litigation, including the products or services involved:	

Question	Response	
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

CoreCivic currently has over 120 contracts for the management of inmate populations with federal, state and local government agencies throughout the United States. To the best of our knowledge at this time, during the company's 34-year history, CoreCivic has not been terminated as a provider of services on the grounds of contract non-compliance. Nor has CoreCivic been involved in any contract dispute or litigation that may adversely affect its ability to perform or fulfill its obligations of a contract that is awarded as a result of this RFP. CoreCivic takes very seriously its responsibility to comply with our contracts. However, there have been occasions when the company has received notices of non-performance or default or has been assessed contract fines and liquidated damages under our contracts. It would not be possible or productive to identify each such instance. When such issues do arise, CoreCivic personnel at both the facility and corporate level work closely with agency representatives to ensure that the problem is resolved in accordance with the applicable contract requirements.

3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 3472.***

CoreCivic has provided a Certificate of Liability Insurance in Section VIII, Other Informational Material.

3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

CoreCivic is a diversified government solutions company with the scale and experience needed to solve tough government challenges in cost-effective ways. We provide a broad range of solutions to government partners that serve the public good through high-quality corrections and detention management, innovative and cost-saving government real estate solutions, and a growing network of residential reentry centers to help address America's recidivism crisis. We are a publicly traded real estate investment trust (REIT) and the nation's largest owner of partnership correctional, detention and residential reentry facilities. The Company has been a flexible and dependable partner for government for more than 30

years. Our employees are driven by a deep sense of service, high standards of professionalism and a responsibility to help government better the public good.

CoreCivic founded the partnership corrections industry in 1983 and today is one of the nation's largest, most experienced owners and operators of prisons operated in partnership with federal, state, and local governments. CoreCivic has more corporate experience in operating secure detention facilities for the federal government, state prisons, and county/city jails than any other provider of private corrections. As such, we are qualified to provide the services requested in this RFP.

CoreCivic's continuous experience in the delivery of secure corrections services is demonstrated by the history of the federal contract that started the private corrections industry, the Houston Processing Center. In October of 1983, (then) CCA was awarded a contract by the former Immigration and Naturalization Service (now known as ICE) for the management of detainees in the Houston area. This contract has been continuously operated by CoreCivic since that time. This relationship of almost 34 years is unparalleled in the corrections industry and is a prime testament to CoreCivic's corporate operating experience.

While the Houston contract represents the first of its kind, this long-tenured relationship is by no means unusual among CoreCivic's partners. The combination of CoreCivic's tenured partners coupled with our development of new partner relationships, speaks not only to the years of corporate experience as an operator, but also to the quality of that experience. Today the CoreCivic system encompasses 67 operating correctional and community facilities in 20 states. These facilities house approximately 62,000 inmates for the government partners listed below. CoreCivic is committed to providing a consistent, high-quality level of performance to ensure that we continue to exceed the expectations of each and every partner we serve – from the first day of the contract through the decades of service delivery. Our success in delivering on this commitment is exhibited by the longevity of our existing partnerships and the new partners we attract. Specifically, we have served the following current correctional and community partners:

- ***Over 30 years: Immigration and Customs Enforcement, Federal Bureau of Prisons, Hamilton County, TN;***
- ***Over 25 years: United States Marshals Services, Texas, Tennessee, Davidson County, TN;***
- ***Over 20 years: Colorado, New Mexico, Oklahoma, Citrus County, FL, San Diego County, CA, Torrance County, NM;***
- ***Over 15 years: Florida, Georgia, Hawaii, Montana,***

Tallahatchie County, MS, Marion County, IN;

- ***Over 10 years: California;***
- ***Over 5 years: Arizona, Ohio, U.S. Virgin Islands, Wyoming; and***
- ***Newest CoreCivic partners (less than 5 years): City of Mesa, AZ, Guadalupe County, NM***

Over the last 34 years, many of the corrections/detention facilities operated by CoreCivic have been similar to the requirements identified by this RFP. As a nationwide system, CoreCivic maintains a varied client base housing adult male and female inmates, detainees, pretrial and sentenced inmates and minimum, medium, close, and maximum security classifications.

As a company, CoreCivic emphasizes the importance of maintaining a culture of diversity and respect for differing backgrounds among the staff. With a national presence in 20 states, CoreCivic houses a variety of inmate populations from various state governments, multiple local jurisdictions, the United States Marshals Service, Immigration and Customs Enforcement, and the Federal Bureau of Prisons. We have experience managing populations from around the world including: Mexico, Honduras, Guatemala, Cuba, El Salvador, China, India, Sri Lanka, Eritrea, Brazil, Columbia, and Somalia. Because of the need to effectively communicate with and manage different cultures, CoreCivic actively recruits top corrections professionals with appropriate skills for all correctional management responsibility throughout its organization. At all of our facilities, it is imperative that we have an astute staff complement with the skill set and the ability to manage populations from both domestic and international backgrounds.

Another key hallmark of CoreCivic's success in facilities management is seeking and maintaining accreditation with the nationally recognized American Correctional Association. CoreCivic is committed to not only obtaining and maintaining ACA accreditation at our facilities, but to the achievement of exemplary performance as evidenced by our companywide audit scores. CoreCivic's companywide average ACA scores for the past ten years are as follows:

2016 – 99.5%	***2011 – 99.2%***
2015 – 99.5%	***2010 – 99.1%***
2014 – 99.4%	***2009 – 99.4%***
2013 – 99.4%	***2008 – 99.2%***
2012 – 99.3%	***2007 – 99.4%***

Our breadth of experience in both secure and community corrections facilities spans 30+ years and 75+ facilities. For more than three decades,

our company has been an innovative, dependable partner for government. CoreCivic brings the scale, experience and professionalism needed to solve problems for our partners and serve the greater public good.

3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

In 1983, our company became the first to provide privatized prison, jail, and detention services. For more than three decades, we have strived to aid governments by reducing costs, alleviating overcrowding, and providing quality correctional care for inmates, detainees, and residents. Our approach to public-private partnership in corrections combines the cost savings and innovation of the private sector with the strict guidelines and consistent oversight of the public sector. This continues to produce proven results.

3.1.11 Financial information and documentation to be included in accordance with ***Section 8.5, Part III – Confidential Financial Information***.

3.1.11.1 Dun and Bradstreet Number
3.1.11.2 Federal Tax Identification Number
3.1.11.3 The last two (2) years and current year interim:
A. Profit and Loss Statement
B. Balance Statement

In compliance with the requirements of this Section, please see our response in Section 8.5, Part III – Confidential Financial Information.

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

3.2.1 Does this proposal include the use of subcontractors?

Yes	***X***	No	

If "Yes", vendor shall:

3.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.

Trinity Services Group, Inc. – provider of food services

3.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

CoreCivic presently subcontracts food services at most of our facilities, including Saguaro, with our national food service provider – Trinity Services I, LLC (Trinity Services Group, Inc. or "Trinity"). CoreCivic will continue to utilize Trinity to administer the food service program at Saguaro where Trinity provides a Food Service Manager and additional food service personnel. All of the individuals responsible for servicing the contract resulting from this RFP have experience in both the food service industry and the corrections industry. The facility Food Service Manager reports directly to a Trinity District Manager, while maintaining open communication with facility management in order to become a part of the facility culture and to become a source of resolution to any food service issues. Direct monitoring of Trinity's food service operations is maintained by CoreCivic's facility management with oversight at CoreCivic's central office provided by the Senior Director of Food Services. With the collective oversight of both Trinity and CoreCivic staff, the team works to ensure compliance with food service contract requirements.

Trinity has established a management team solely dedicated to CoreCivic, which is responsible for CoreCivic facilities nationwide. CoreCivic and Trinity's years of experience and expertise, now serving more than 260,000 meals daily, ensure a food service operation that meets the requirements of all governing agencies.

B. Describe your previous experience with subcontractor(s).

CoreCivic has a long-standing relationship with our national food services subcontractor, Trinity. Trinity is a food services provider serving both public and private sectors of the corrections industry at prisons, jails and detention centers located throughout the United States. The company formerly was a wholly owned subsidiary of Compass Group USA, Inc. (Compass Group) with whom CoreCivic has had a relationship since 2002 when

CoreCivic contracted with Compass Group to manage food services operations nationally at CoreCivic managed and owned facilities. CoreCivic benefits from Trinity's rich history and accumulated food service experience established under its prior corporate structure. As mentioned above, Trinity currently serves the population at our Saguaro Correctional Center and we propose to maintain Trinity as the food service operator at the facility.

As a long established provider of food services to the corrections industry, Trinity is committed to establishing effective and efficient systems that support the custody and control requirements at every facility it serves. Trinity offers an extensive support system for CoreCivic with a management team dedicated to CCA facilities' food service operations nationwide. This model results in a lower cost, high quality program and a partnership that is aligned with CoreCivic's vision and business initiatives. Additionally, as the food service operator at the majority of CoreCivic's facilities, Trinity certifies the food service delivery as meeting the requirements of the appropriate federal, state and local authorities.

3.2.1.3 Provide the same information for any proposed subcontractors as requested in ***Section 3.1, Vendor Information***.

Please see attached Section 3.1 for Trinity Services Group, Inc. immediately following this Section.

3.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

Subcontractor is currently providing food services to Saguaro Correctional Center. CoreCivic will ensure that all necessary proof of insurance is provided to NDOC prior to the commencement of services under an awarded contract.

3.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 3.2, Subcontractor Information***. The vendor shall receive agency approval prior to subcontractor commencing work.

CoreCivic acknowledges this information and will comply, should the need for any new subcontracted services arise.

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	***Trinity Services Group, Inc.***
Ownership (sole proprietor, partnership, etc.):	***Corporation***
State of incorporation:	***Florida***
Date of incorporation:	***August 22, 1990***
# of years in business:	***27***
List of top officers:	***Jim Theiss, CEO*** ***Larry Vaughn, President and Founder*** ***David Miller, COO*** ***Josh Siano, CFO*** ***Fred Botero, VP Procurement*** ***Mark Keller, VP Menu Development*** ***Sue Huffman, Regional VP***
Location of company headquarters, to include City and State:	***Oldsmar, Florida***
Location(s) of the office that shall provide the services described in this RFP:	***Oldsmar, Florida***
Number of employees locally with the expertise to support the requirements identified in this RFP:	***1 Food Service Manager*** ***1 Assistant Food Service Manager*** ***4 Food Service Workers***
Number of employees nationally with the expertise to support the requirements in this RFP:	***2,900***
Location(s) from which employees shall be assigned for this project:	***Regional Support Teams*** ***District Manager/ General Manager***

3.1.2 A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim

this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

Not applicable

3.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

3.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	***NV20111590810***
Legal Entity Name:	***Trinity Services I, LLC***

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	***X***	No	

If "No", provide explanation.

Not applicable

3.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	***X***

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Not applicable

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

3.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	***X***

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

Not applicable

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

Not applicable

3.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	***X***

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Not applicable

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 3472.***

Please see Insurance Certificate provided by CoreCivic, located in Section VIII, Other Informational Material.

3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Trinity Services Group, Inc. is based in the Tampa Bay, FL area and was formed in 1990. Trinity's rapid growth attracted national attention, and in April 2000 we became a subsidiary of Compass Group USA. In 2012, H.I.G. Capital acquired Trinity Services Group, Inc. and another division of Compass, Canteen Correctional Services. This combination of resources resulted in a nationwide company focused solely on serving the corrections industry, and afforded us more than 30 years of experience in the corrections industry.

In October 2016, Trinity Services Group, Inc., Keefe Commissary Network, LLC, and Courtesy Products, Inc. formed TKC Holdings, Inc. under the common ownership of H.I.G. Capital. The immediate benefits of the combined companies have included more breadth, scale, flexibility and capability to compete effectively and better serve

our customers. Each of the iconic operating companies that have achieved so much success thus far will continue to operate independently.

Trinity offers an extensive system for CoreCivic with a dedicated Vice President and support team solely devoted to the CoreCivic facilities nationwide. Reporting to the Vice President are five District Managers, a Director of Projects, a Registered Dietitian, Quality Assurance Manager, and an Administrative Assistant, also solely dedicated to the CoreCivic operations. Trinity provides a Food Service Manager and food service personnel at SCC. All of the individuals responsible for servicing the contract resulting from this RFP will have experience in both the food service industry and the corrections industry. Direct monitoring of Trinity's food service operations will be maintained by facility management with additional oversight provided at CoreCivic's FSC by their Senior Director of Food Services.

Menu Planning

Menu planning and delivery for inmates at the facility will be developed consistent with ACA Standards. All menus will be reviewed by a registered dietitian for compliance with nutrition standards, and food will be served in appropriate surroundings. To ensure efficient planning and delivery of meals, the menus, to include religious and therapeutic diets for medical or dental purposes, will be created by a registered dietitian and provided to the food service manager. Equally important is the allocation of the required number of calories for daily consumption. All menus are written following the guidelines of the Academy of Nutrition and Dietetics and the National Academy of Sciences. Trinity prepares meals for inmates on regular diets consistent with recommended daily allowances.

Food Presentation & Serving

Trinity ensures food is flavorful, of good texture, temperature controlled and palatable. Trinity food service personnel maintain a file of tested recipes, serve food as soon as possible after preparation, continuously monitor the temperature of food and storage areas and sample food items prior to serving. Meals will be prepared in the central kitchen and served in the dining room.

Meals will also be served by satellite feeding for inmates in areas such as intake, the medical department, and in the Special Housing Unit. Meals served outside the dining area will be identical to those served inside except for sack lunches prepared for inmates in transport. Meals will also be provided for staff. The staff meals will be identical in quantity and quality to those provided for inmates. We believe that

the overall level of food quality is enhanced when staff and inmates eat the same meals.

<u>Food Service Sanitation and Cleanliness</u>

The food service department will comply with applicable sanitation and health regulations. Systems and procedures used to assist in maintaining a safe and sanitary environment will include the following provisions:

- ***Operation in accordance with the standards promulgated by the ACA and applicable state health regulations;***
- ***Documentation of an inspection of the food service area at least weekly by the warden or designee;***
- ***Daily hygiene examination of staff and inmate workers by the food service manager or designee to detect communicable or infectious diseases or illness;***
- ***Hairnets or caps and clean washable uniforms for staff and inmates;***
- ***Assurance that all food products (specifically, vegetables, fruit and meat) meet applicable U.S. Department of Agriculture guidelines;***
- ***Use of proper equipment and utensils and correct sanitation methods;***
- ***Implementation of pest and vermin control systems to include monthly inspection performed by qualified persons; and***
- ***Inmates involved in the preparation of food will receive a pre-assignment medical examination and periodic reexaminations to ensure freedom from diarrhea, skin infections and other illnesses transmissible by food or utensils.***

3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

The merger of Trinity Services Group and Canteen Correctional Services afforded the company more than 40 years' experience in the correctional food service industry, and Canteen Correctional had been formed before Trinity Services Group.

Our experience with facilities across the nation has enabled us to develop a thorough understanding of providing menus that meet the national standards for Recommended Daily Allowances and Special Diets. Our nationwide purchasing network also ensures our ability to deliver cost efficiencies to our clients.

Our food service clients across the United States include county and city agencies, statewide Departments of Correction, partnerships with private corrections providers, rehabilitation sites for alcohol treatment, Meals on Wheels, and Senior Nutritional programs. Serving these various types of facilities allows us to expand our service knowledge, enhance problem-solving expertise and develop innovative solutions for our clients.

About Trinity:

- ***More than 2900 team members, 10,000 supervised inmate workers***
- ***More than 330 food service clients***
- ***Serving 260,000 inmates in 35 states, Puerto Rico, and the U.S. Virgin Islands***
- ***Serving almost 24 million meals a month, a quarter BILLION meals a year***
- ***Serving six State Departments of Corrections (Michigan, Florida, Massachusetts, Arizona, Vermont, Virginia (and Puerto Rico)***
- ***Member of American Correctional Association (ACA), American Jailers Association (AJA), National Association of Deputy Wardens, National Sheriff's Association***

3.1.11 Financial information and documentation to be included in accordance with ***Section 8.5, Part III – Confidential Financial Information***.

1. Dun and Bradstreet Number
2. Federal Tax Identification Number
3. The last two (2) years and current year interim:
    a. Profit and Loss Statement
    b. Balance Statement

Please see our response in Section 8.5, Part III – Confidential Financial Information.

3.2 BUSINESS REFERENCES

3.2.1 Vendors shall provide a maximum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years.

CoreCivic has requested partner references from the following states:

- ***California***
- ***Colorado***
- ***Hawaii***

3.2.2 Vendors shall submit ***Attachment E, Reference Questionnaire*** to their business references.

CoreCivic sent the Attachment E, Reference Questionnaire forms to the states listed above and requested that they submit the completed forms with their response by the August 16 deadline.

3.2.3 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 7, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

All three of our partner references have confirmed completion and submission of their business references prior to the required due date.

3.2.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

CoreCivic acknowledges this information.

3.3 VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per ***Attachment F, Proposed Staff Resume.***

In compliance with the submission requirements as outlined in Section 8.2.2.7 of the RFP, please see the Proposed Staff Resumes per Attachment F in Section VII of our Response.

Section VII
Proposed Staff Resumes

PROPOSED STAFF RESUME FOR RFP 3472

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***CoreCivic***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Todd Thomas***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Warden***		
# of Years in Classification:	***18***	**# of Years with Firm:**	***21***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Todd Thomas was named Warden at Saguaro Correctional Center in 2017. Most recently, Thomas served as Warden at Metro-Davidson County Detention Facility. Prior to that, he served as Warden at Trousdale Turner Correctional Center, Saguaro Correctional Center, and Coffee Correctional Facility. He joined CoreCivic in 1990 as a Correctional Officer at Winn Correctional Center, where he gained further knowledge of corrections by working as a Senior Correctional Officer and a Shift Supervisor. Mr. Thomas quickly promoted up the ranks and earned experience in positions such as Recreation Supervisor, Field Supervisor, Dog Sergeant, and a member of the Special Operations Response Team (SORT). Mr. Thomas later became shift supervisor at Metro Davison County Detention Facility, where he was also a SORT Commander. He left the company briefly but returned to CoreCivic as the Assistant Chief of Security (COS) at Winn. Mr. Thomas was promoted to Assistant Warden at Coffee Correctional Center before becoming Warden at Coffee in 2004.

Mr. Thomas has been involved in the American Correctional Association (ACA) for the last 18 years, including serving as an Auditor. He has served on the ACA Legislative Committee for the last 13 years as well as serving on the ACA Restrictive Housing Ad Hoc Committee. Additionally, Mr. Thomas is a past President and past Chairman of the Board for the North American Association of Wardens and Superintendents.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2017-Present	CoreCivic-Saguaro Correctional Center	Warden	Chief administrator of a secure facility
2016-2017	CoreCivic-Metro-Davidson Co. Detention Facility	Warden	Chief administrator of a secure facility
2015-2016	CoreCivic-Trousdale Turner Correctional Center	Warden	Chief administrator of a secure facility
2008-2015	CoreCivic-Saguaro Correctional Center	Warden	Chief administrator of a secure facility
2004-2008	CoreCivic-Coffee Correctional Facility	Warden	Chief administrator of a secure facility
2001-2004	CoreCivic-Winn Correctional Center	Asst. Warden	Administration of a secure facility
2000-2001	CoreCivic-Coffee Correctional Facility	Asst. Warden	Administration of a secure facility
1998-2000	CoreCivic-Winn Correctional Center	Asst. COS	Operations of a secure facility
1992-1993	CoreCivic-Metro-Davidson Co.	Shift Commander	Operations of a secure facility
1990-1992	CoreCivic-Winn Correctional Center	Correctional Officer	Operations of a secure facility

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Jonesboro Hodge High School, Jonesboro, LA – High School Diploma	1984
Louisiana Tech University, Ruston, LA – (Athletic Scholarship) 116 Credit Hours	1989
Northwestern State University, Natchitoches, LA – 12 Credit Hours	2001

(With total credit hours combine, only 16 hours are needed to complete a Bachelor's Degree in Criminal Justice)

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

CCAU Master Key Leadership Instructor 300	2017
Belmont Executive Leadership Program	2016
Belmont (Harvard School of Negotiation)	2016
Belmont University Executive Leadership Program	2015
CoreCivic University Certified Instructor	2014
CCAU Master Key Leadership Instructor 100	2014
CoreCivic Union Rapid Response Team	2012
CoreCivic Foundations Training	2008
POST Certified in Georgia	2008
FEMA/ ICS 100, 200, 700, and 800 level courses	2008
CoreCivic Train the Trainer Certification	2008

REFERENCES

A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Nolan Espinda Director Hawaii Department of Public Safety (p) 808-587-1350 (f) 808-587-1421
Nolan.Espinda@hawaii.gov

Shari Kimoto Director of Adult Facilities HI Dept. of Public Safety (p) 808-587-1258 (f) 808-587-2568
Shari.L.Kimoto@hawaii.gov

Daren Hall Sheriff Metro-Davidson County (p)-615-862-8166 (f) 615-880-3900
dhall@DCSO.nashville.org

PROPOSED STAFF RESUME FOR RFP 3472

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***CoreCivic***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Jody Bradley Jr.***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Assistant Warden, Operations***		
# of Years in Classification:	***16***	**# of Years with Firm:**	***23***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Jody Bradley was named Assistant Warden of Operations of CoreCivic's Saguaro Correctional Center in February 2007. Bradley began his 23-year corrections career with CoreCivic in 1994 as a Recreation Supervisor at Venus Pre-Release Center, a CoreCivic-managed facility for the Texas Department of Criminal Justice. Over the course of the years, his experience ranges from working with maximum custody to low custody inmates. Bradley was promoted to Unit Manager at Venus in 1996. He began to acquire increasing responsibility as he moved to CoreCivic's Coffee Correctional Facility in Georgia after being promoted to Program Manager in 1998. Bradley became Assistant Warden at CoreCivic's Diamondback Correctional Facility in Oklahoma in 1999 before joining CoreCivic's corporate headquarters team at the Facility Support Center in 2002 where he served as a Senior Director, State Customer Relations for two years. In that role, he managed CoreCivic's government partnerships with the states of Hawaii, Oklahoma, and Alaska. In 2004, he returned to facility management as Assistant Warden at CoreCivic's Tallahatchie County Correctional Facility in Mississippi.

Over the years, Mr. Bradley has worked under multiple contracts with multiple government partners including: Hawaii Department of Public Safety, United States Marshall Service, Washington Department of Corrections, Mississippi Department of Corrections, Colorado Department of Corrections, Oklahoma Department of Corrections, Indiana Department of Corrections, Georgia Department of Corrections, Texas Department of Corrections and Alaska Department of Corrections.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2007-Present	CoreCivic-Saguaro Correctional Center	Asst. Warden	Administration of a secure facility
2004-2007	CoreCivic-Tallahatchie Co. Correctional Facility	Asst. Warden	Administration of a secure facility
2002-2004	CoreCivic Facility Support Center	Senior Director	Business Development
1999-2002	CoreCivic-Diamondback Correctional Facility	Asst. Warden	Administration of a secure facility
1998-1999	CoreCivic-Coffee Correctional Facility	Programs Mgr.	Administration for a secure facility
1996-1998	CoreCivic-Venus Pre-Release Center	Unit Mgr.	Operations of a low security facility
1994-1996	CoreCivic-Venus Pre-Release Center	Rec. Supervisor	Operations of a low security facility

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Texas Tech University, Lubbock, TX – Bachelor of Science (Recreation and Leisure Services) 1994

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Master Key Leadership 300	2017
CoreCivic Samberg Leadership Training	2010
CoreCivic Foundations Training	2008
NAAWS Member	2007

REFERENCES

A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Mickey Liles	Managing Director	CoreCivic (Retired)	(p) 936- 577-8641	(f) N/A
N/A				
Shari Kimoto	Institutions Division Administrator	HDPS	(p) 808-587-1258	(f) 808-837-8026
shari.l.kimoto@hawaii.gov				
Todd Thomas	Warden	CoreCivic	(p) 520-464-0501	(f) 520-464-0599
Todd.Thomas@corecivic.com				

PROPOSED STAFF RESUME FOR RFP 3472

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***CoreCivic***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Ben Griego***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Assistant Warden, Programs***		
# of Years in Classification:	***10***	**# of Years with Firm:**	***10***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Ben Griego has been the Assistant Warden at the Saguaro Correctional Center since June of 2007. He began his career in Law Enforcement and Corrections in 1976. He completed a twenty-two year career with the Colorado Department of Corrections as the Director of Support Services. Mr. Griego's responsibilities in Colorado and prior to his current position at Saguaro involved Inmate Classification, STG, and Population Management.

In 2001, Mr. Griego became President of Correctional Solutions, providing consulting services on all aspects of Prison Operations/Security and Private Prisons Management. While he was in Colorado he was actively involved in Private Prison Contracts and placed over 8,000 Colorado inmates in 5 different States and in 15 different jurisdictions. His design of the Private Prisons Monitoring Unit was one the nation's most pro-active with cutting edge technology and regulatory compliance. Mr. Griego is a nationally recognized expert on Security Threat Groups and Prison Classification Systems. He is a past board member of the National Major Gang Task Force and past President of Colorado Security Threat Intelligence Network Group (S.T.I.N.G.).

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2007-Present	CoreCivic-Saguaro	Assistant Warden	Administration of a secure facility
2001-2007	Correctional Solutions	President	Chief administrator of corrections company
1997-2001	Colorado DOC	Director Support Services	Administration of a secure facility
1989-1997	Colorado DOC	Director Offender Services	Administration of a secure facility
1982-1989	Colorado DOC	Central Classification Officer	Operations of a secure facility
1979-1982	Colorado DOC	Correctional Specialist/ Shift Supervisor	Operations of a secure facility
1977-1979	Pueblo Co. & Boulder Co. (CO)	Probation Officer	Supervision of released offenders
1976-1977	City of Boulder (Colorado)	Detention Officer	Operations of a secure facility

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of Colorado, Boulder, CO – BA Degree 1979

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Affiliations:

- Member, American Correctional Association;
- Member, North American Association of Wardens and Superintendents;
- Lifetime Member, National Major Gang Task Force;
- Lifetime Member, Colorado STING;
- Member, Arizona Gang Investigators Association; and
- Member, International Latino Gang Investigators Association.

REFERENCES

A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Angel Medina	Warden	Colorado DOC	(p) 719-200-5257	(f) N/A
angel.medina@state.co.us				
William Zalman	Senior Corrections Advisor	U.S. State Department	(p) 719-232-9614	(f) N/A
ZalmanWR@state.gov				
Charles Schoville	Training Coordinator	AZDPS	(p) 480-216-0214	(f) N/A
CSchoville@azdps.gov				

PROPOSED STAFF RESUME FOR RFP 3472

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***CoreCivic***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Charles McBurney***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Chief of Security***		
# of Years in Classification:	***12***	**# of Years with Firm:**	***6.5***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Charles McBurney served in the United States Marine Corp where he earned an Honorable Discharge. Since that time he has gained over 36 years of experience in the field of corrections. In that time he has worked at maximum, medium, and minimum security facilities for both public and private corrections. McBurney began his career in Corrections In February 1981 as a Correctional officer and moved up thru the ranks to Warden.

Mr. McBurney was named Chief of Security of CoreCivic's Saguaro Correctional Center in January 2016. Mr. McBurney joined CoreCivic at our Central Arizona Detention Center as Shift Supervisor in February 2011, where he was responsible for monitoring and supervising the security of all operations and program functions during the shift by interpreting and enforcing policy and procedures. He was named Assistant Chief of Security in October 2011 at Florence Correctional Center where he was responsible for the daily security operations of a 2,800 bed detention center which includes monitoring segregation, key control, use of force, and tool control. In October 2014 he was named Assistant Warden of Operations at Cimarron Correctional Facility where he was second in command of a 1650 bed maximum/medium security facility.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2016-Present	CoreCivic-Saguaro Correctional Center	Chief of Security	Operations of a secure facility
2014-2016	CoreCivic-Cimarron Correctional Facility	Asst. Warden, Ops	Operations of a secure facility
2011-2014	CoreCivic-Florence Correctional Center	Asst. Chief of Security	Operations of a secure facility
2011-2011	CoreCivic-Central Arizona Detention Center	Shift Supervisor	Operations of a secure facility
2007-2010	GEO-Desert View Community Correctional Facility	Warden	Operations of a low security facility
2006-2007	GEO-Northwest Detention Center	Assoc. Warden, Ops	Operations of a secure facility
2002-2005	NV DOC-High Desert State Prison	Assoc. Warden, Ops	Operations of a secure facility
2002-2002	IL DOC-Pontiac Correctional Center	Acting Major (COS)	Operations of a secure facility
1988-2002	IL DOC-Pontiac Correctional Center	Correctional Captain	Operations of a secure facility
1986-1988	IL DOC-Pontiac Correctional Center	Correctional Lieutenant	Operations of a secure facility
1984-1986	IL DOC-Pontiac Correctional Center	Correctional Sergeant	Operations of a secure facility
1981-1994	IL DOC-Pontiac Correctional Center	Correctional Officer	Operations of a secure facility

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Illinois State University, Normal, IL – General Studies (credits only) 1990

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

FBI National Academy "Leadership Conference"	2005
US DOJ National Institute of Corrections "Rape Prevention in Prison, Phase II"	2005
US DOJ National Institute of Corrections "Rape Prevention in Prison, Phase I"	2004
US DOJ National Institute of Corrections "Management Development for the Future, Phase III"	2004
US DOJ National Institute of Corrections "Conducting Prison Security Audits"	2003
US DOJ National Institute of Corrections "Management Development for the Future, Phase II"	2003
US DOJ National Institute of Corrections "Management Development for the Future, Phase I"	2002

REFERENCES

A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Brian Koehn	Warden	CoreCivic	(p) 520-483-7716	(f) 505-285-6886
brian.koehn@corecivic.com				
Chad Miller	Warden	CoreCivic	(p) 520-483-8290	(f) 505-384-5184
chad.miller@corecivic.com				
Todd Thomas	Warden	CoreCivic	(p) 912-592-0933	(f) 520-464-0599
todd.thomas@corecivic.com				

PROPOSED STAFF RESUME FOR RFP 3472

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***CoreCivic***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Norman Carrier***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Chief of Unit Management***		
# of Years in Classification:	***9***	**# of Years with Firm:**	***21***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Norman Carrier was named Chief of Unit Management at Saguaro Correctional Center in May 2008. Mr. Carrier has been a CoreCivic employee for the last 21 years. He began his career in corrections in 1996 as a correctional officer at Central Arizona Detention Center (CADC) in Florence, Arizona. During his tenure with CoreCivic, Mr. Carrier has worked at two facilities with 14 different state and federal contracts. In that time, Mr. Carrier has held the positions of Senior Correctional Officer, Case Manager, Unit Manager, and, his current position, Chief of Unit Management.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2008-Present	CoreCivic-Saguaro Correctional Center	COUM	Operations of a secure facility
2004-2008	CoreCivic-CADC	Unit Manager	Operations of a secure facility
1998-2004	CoreCivic-CADC	Case Manager	Operations of a secure facility
1997-1998	CoreCivic-CADC	Sr. Correctional Officer	Operations of a secure facility
1996-1997	CoreCivic-CADC	Correctional Officer	Operations of a secure facility

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Mesa High School, Mesa, AZ – High School Diploma	1986
Mesa Community College, Mesa, AZ – General Studies (credits only)	1988
University of Phoenix, Mesa, AZ – Criminal Justice courses (credits only)	2008
Almeda University, Boise, ID – Bachelor's Degree (Criminal Justice)	2012

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

CoreCivic Master Key Leadership	2017
CoreCivic Samberg Frontline Leadership	2010

REFERENCES

A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Jody Bradley	Assistant Warden	CoreCivic	(p) 520-464-0502	(f) 520-464-0592
jodibradley@corecivic.com				
Ben Griego	Assistant Warden	CoreCivic	(p) 520-464-0503	(f) 520-464-0592
bengriego@corecivic.com				
Todd Thomas	Warden	CoreCivic	(p) 520-464-0501	(f) 520-464-0592
toddthomas@corecivic.com				

PROPOSED STAFF RESUME FOR RFP 3472

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***CoreCivic***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:		**Subcontractor:**	***X***

The following information requested pertains to the individual being proposed for this project.			
Name:	***Joseph Montiel***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Food Services Manager, Trinity Services Group***		
# of Years in Classification:	***7***	**# of Years with Firm:**	***7***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Mr. Montiel has been in the food service industry for over 10 years, more than half of that in correctional food services. He began in food services learning the basics of food preparation and staff management as a shift supervisor in a fast-paced environment at a local chain restaurant. Mr. Montiel quickly grasped the feel of the kitchen and in 2010, began working as a chef for two restaurants that catered banquets, weddings, and parties for up to 600 people. Mr. Montiel's responsibilities at the restaurants included menu planning, food preparation, cooking, and venue arranging. Mr. Montiel was also responsible for tracking and ordering inventory, making schedules for employees, and managing the kitchen staff.

Mr. Montiel began working for Trinity Services Group in 2010 as a part of the Managerial program. In this program, he learned how to price food and labor and ensure food quality, proper cooking methods, proper temperature control, food sanitation and presentation. Once through the program, Mr. Montiel was promoted to Food Services Director at the Browning Unit of Eyman, an Arizona State Prison Complex where he worked for six years before transferring to CoreCivic's La Palma Correctional Center as the Food Services Manager. After almost a year at La Palma, Mr. Montiel began working at CoreCivic's Saguaro Correctional Center in July 2017 as the Food Services Manager. At Saguaro, he is responsible for the production of all food orders, including hot meals and sack lunches, for 3 meals per day, 365 days per year, for approximately 1,900 inmates. Additionally, Mr. Montiel is responsible for ensuring all training, sanitation, and safety awareness is conducted on a daily basis for the inmates working in the kitchen and the food services support staff.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2017-Present	Trinity-CoreCivic (Saguaro)	Food Services Manager	Supervisor of correctional food services
2016-2017	Trinity-CoreCivic (La Palma)	Food Services Manager	Supervisor of correctional food services
2010-2016	Trinity-AZ State Prison (Eyman)	Food Services Director	Supervisor of correctional food services
2010-2010	Trinity Catering Services	Manager	Food preparation, sanitation, mgmt. of staff
2005-2010	BeDillion's Restaurant	Chef	Food preparation, sanitation, mgmt. of staff
2005-2010	The Property Conference Center	Chef	Food preparation, sanitation, mgmt. of staff
2005-2005	Whataburger-Casa Grande, AZ	Shift Leader	Restaurant supervisor

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Desert Winds Union High School, Case Grande, AZ – High School Diploma 2005

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

ServSafe, National Restaurant Association, Food Protection Manager Course	2016
American Culinary Federation, Inc. (ACF)	2011
Canteen Correctional Services, ACA American Correctional Food Services Association Course	2010

REFERENCES

A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Nancy Jackson	Owner	The Property Conference Center	(p) 520-836-1101	(f) 520-426-3873
bedillinsj@aol.com				
Stephen Morris	Deputy Warden	AZ DOC	(p) 520-868-0201	(f) 602-542-3965
SMorris@azcorrections.gov				
Michael Ramos	Executive Chef	BeDillion's Restaurant	(p) 520-836-2045	(f) 520-836-6030
cactusincg@hotmail.com				

Section VIII
Other Informational Material

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
1801 West End Avenue, Suite 1500
Nashville, TN 37203
Attn: Connie Stewart - connie.d.stewart@marsh.com

433577-CCA-PROF-17-18

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D : N/A	N/A
INSURER E : Illinois National Insurance Company	23817
INSURER F :	

INSURED
CoreCivic
10 Burton Hills Blvd.
Nashville, TN 37215

COVERAGES **CERTIFICATE NUMBER:** ATL-004358348-03 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO3878556-04	04/01/2017	04/01/2018	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
				SIR: $2,000,000			MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 15,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CA1921943	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			SIR: $500,000			BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC023102537 (AOS)	04/01/2017	04/01/2018	X PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		XWC6583150 (OH & WY)	04/01/2017	04/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
B				WC023102534 (CA)	04/01/2017	04/01/2018	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below			WC023102535 (FL)	04/01/2017	04/01/2018	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Workers Compensation			WC023102536 (AZ, KY, NJ)	04/01/2017	04/01/2018		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP 3472—Out of State Correctional Bid

State of Nevada is included as additional insured with respect to general liability and auto liability where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

State of Nevada
515 E. Musser Street, Suite 300
Carson City, NV 89701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Jimmy Evans

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AGENCY CUSTOMER ID: 433577
LOC #: Nashville

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA, Inc.		CoreCivic 10 Burton Hills Blvd. Nashville, TN 37215
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Hospital Professional Liability:

Policy Number: HPC5747379-04
Carrier: Steadfast Insurance Company
Effective Date: 04/01/2017
Expiration Date: 04/01/2018
Specified Loss Limit: $5,000,000
Aggregate: $10,000,000
SIR: $2,000,000

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