APPLICATION AND AGREEMENT FOR USE OF CIVIL NAME CHECK BETWEEN

DEPARTMENT OF PUBLIC SAFETY
RECORDS AND TECHNOLOGY DIVISION, RECORDS BUREAU
333 West Nye Lane, Suite 100
Carson City, Nevada 89706
PHONE (775) 684-6262 FAX (775) 684-6265
(hereinafter "DPS")

and

CARSON CITY, NEVADA
201 NORTH CARSON STREET
CARSON CITY, NEVADA 89701
PHONE: (775) 887-2103 FAX: (775) 887-2067
(hereinafter "EMPLOYER")

Pursuant to NRS 179A.100, this agreement between DPS and EMPLOYER allows EMPLOYER to use the Civil Name Check Program, which will check by name and/or numeric identifiers, the criminal history background of the EMPLOYER's current employee(s) or prospective employee(s). DPS administers the Civil Name Check Program and Las Vegas Metropolitan Police Department provides Shared Computer Operations for Protection and Enforcement information as a portion of Civil Name Check Program in cooperation with DPS. DPS and EMPLOYER desire appropriate safeguards for dissemination of information through the Civil Name Check Program.

I. General Provisions of Agreement

- 1. <u>AGREEMENT TERM.</u> This Agreement shall be effective immediately, and shall remain in full force and effect for so long as the EMPLOYER uses the Civil Name Check Program, unless sooner terminated or modified in writing. This Agreement will be reviewed at each compliance audit by the Civil Name Check (CNC) Audit Staff.
- PARTIES. This Agreement is between the Department of Public Safety, Records & Technology Division (DPS) and the EMPLOYER. EMPLOYER may not assign any rights or privileges under this agreement.
- 3. <u>INSPECTION & AUDIT.</u> EMPLOYER shall allow DPS staff or its agents to conduct compliance audits at least once a year. EMPLOYER acknowledges and agrees that it will allow any directed audit to be conducted to investigate any allegation of misuse regarding DPS database information and any violations of the terms of this Agreement.

- 4. <u>LIMITED LIABILITY.</u> DPS does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.
- 5. <u>INDEMNIFICATION.</u> Neither party waives any right or defense to indemnification that may exist in law or equity.
- 6. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of district courts of the State of Nevada for enforcement of this Agreement.

II. Scope of Agreement

- 7. DPS and EMPLOYER agree that prior to conducting a background check using the Civil Name Check Program, EMPLOYER must obtain from the APPLICANT, a signed waiver authorizing release of criminal history information to the EMPLOYER exclusively.
- 8. EMPLOYER must maintain on file the signed waiver for a period of at least three (3) years. EMPLOYER agrees that during this period the waiver shall be accessible to DPS upon demand.
- 9. EMPLOYER agrees and acknowledges that the APPLICANT's civil name check inquiry is for the sole purpose of accessing the criminal background database as to those persons employed or applying for employment with the EMPLOYER's company or business. Any other use will subject EMPLOYER to termination of usage of the Civil Name Check Program.
- 10. DPS agrees to conduct a criminal history background of the APPLICANT within the State of Nevada using the CNC Program. The civil name check inquiry will be based on name and identifiers provided by the EMPLOYER.
- 11. EMPLOYER understands and agrees that the CNC Program utilizes the Nevada Criminal Justice Information System (NCJIS) data base and Las Vegas Metropolitan Police Department's Shared Computer Operations for Protection and Enforcement (SCOPE). If additional information is necessary, DPS will relay the result of the inquiry to EMPLOYER within three working days of receipt of the request for additional information.
- 12. EMPLOYER understands and agrees that DPS will review, to the extent authorized by existing policy concerning the National Crime Information Center (NCIC) as administered by the Federal Bureau of Investigation, all inquiries to determine if outstanding warrants or missing persons reports concerning the EMPLOYER's inquiry and to report all such positive responses to local law enforcement for them to coordinate activities and to provide necessary information to the EMPLOYER.

III. Initial Cost

13. EMPLOYER is responsible for the cost, maintenance and installation of the Virtual Private Network (VPN) router required to access and receive criminal history record information resulting from background checks on applicants for employment in EMPLOYER's business or company. DPS will provide the EMPLOYER with specifications for the router to ensure compliance with current DPS technology.

IV. Security and Dissemination of Information

- 14. EMPLOYER shall secure access to any and all information gathered from the Civil Name Check Program. This includes, but is not limited to, securing the area. Securing the area means a locked secured area where the public does not have access and only authorized individuals who have received background checks are allowed to enter. To insure record integrity, and system performance, EMPLOYER shall establish the use of sign-on/sign-off functions and the security of individual's identifications and passwords, which shall be coordinated with DPS.
- 15. EMPLOYER agrees to use the provided criminal history information within the EMPLOYER's company or business for employment purposes only and shall destroy the information when it is no longer needed, by means of shredding or burning, at the end of three (3) years.
- 16. EMPLOYER will ensure that the information received as a result of a civil name check inquiry is not disseminated to any unauthorized source. EMPLOYER further agrees and understands that if it does disseminate any information received from the Civil Name Check Program to an unauthorized person, EMPLOYER may be subject to civil and criminal penalties under NRS179A.230, NRS 179A.240, and NRS 179A.900.
- 17. In the event that EMPLOYER unlawfully inquires and/or unlawfully disseminates any information received from the CNC Program inquiry, DPS will terminate EMPLOYER from the usage of the program immediately.

V. Processing Fee and Delinquent Payments

- 18. In consideration for the usage and DPS providing the civil name check information, EMPLOYER agrees to pay DPS a TWENTY DOLLARS AND NO CENTS (\$20.00) processing fee per each APPLICANT's civil name check inquiry. EMPLOYER agrees that this fee is payable upon receipt or demand.
- 19. In the event that EMPLOYER fails to provide payment to DPS in accordance with this agreement, resulting in account delinquency of FIFTEEN (15) days from the billing date appearing on the invoice, the State may commence delinquency notification.

- 20. Delinquency Notification 1 Upon delinquency of FIFTEEN (15) days from the billing date appearing on the invoice, the State may commence delinquency notification.
- 21. Delinquent Notification 2 Upon delinquency of FORTY FIVE (45) DAYS, with no resolution, a written notification to the EMPLOYER of account termination will be issued.
- 22. EMPLOYER agrees and understands that, failure to pay within 10 days of receipt of the second notification of delinquency, DPS may pursue any and all legal recourse available.

VI. EMPLOYER shall abide by all applicable laws

23. EMPLOYER shall abide by all present and/or future administrative policies and operating procedures of the DPS regarding name and numeric criminal history background checks, as well as, all State and Federal laws and regulations adopted by the Department of Public Safety, and the NCJIS Advisory Committee through the Director of the Department of Public Safety to the extent that they are applicable to the information provided under this agreement.

VI. Notices

24. All notices, amendments, and modifications must be sent to the following addresses:

For DPS:

Department of Public Safety
Records and Technology Division
555 Wright Way
Carson City NV 89711

Attn: Contracts Manager

For EMPLOYER:

CARSON CITY, NEVADA 201 NORTH CARSON STREET CARSON CITY, NEVADA 89701

ATTN: JENNIFER SCHULTZ

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

	EMPLOYER		DEPARTMENT OF PUBLIC SAFETY
Ву:		Ву:	
Title:		Title:	Chief, Records & Technology Division
Date:		Date:	
		Ву:	
			APPROVED AS TO FORM: Deputy Attorney General
		Date:	