

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND SECURUS TECHNOLOGIES, INC.
FOR INMATE PHONE AND COMMUNICATION SYSTEM
AT THE ALBANY COUNTY CORRECTIONAL FACILITY

PURSUANT TO RES. NO. 563 FOR 2018, ADOPTED DEC. 3, 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County"), and Securus Technologies, Inc., a Delaware corporation registered to do business in New York, with a principal place of business located at 4000 International Parkway, Carrollton, Texas, 75007 (hereinafter called the "Contractor" or "Company" and together with the County, may be referred to as the "[p]arties").

WITNESSETH:

WHEREAS, the Albany County Correctional Facility (hereinafter called the "ACCF" or "Correctional Facility") requires an inmate phone and communication system (hereinafter called the "inmate phone system"); and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing") has issued a request for proposals for the inmate phone system, said request having been designated RFP 2018-111, issued on October 22, 2018 and published on October 25, 2018 (hereinafter called the "RFP"); and

WHEREAS, Purchasing has issued two (2) Addenda to the RFP, the first on October 29, 2018 (hereinafter called the "Addendum #1") and the second on October 31, 2018 (hereinafter called the "Addendum #2," and together with Addendum #1, may be referred to as the "Addenda"); and

WHEREAS, the Contractor has submitted a proposal on November 2, 2018 (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor pursuant to Res. No. 563 for 2018, adopted December 3, 2018; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is attached hereto and made a part hereof; and the Proposal, which is attached hereto as Schedule A and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF WORK/SERVICES

- 2.1 The Contractor shall furnish and install a quality communication system with equipment which provides a minimum of ninety-five (95) coinless payphones, as described in the RFP and consistent with the Addenda. Three (3) of the coinless payphones shall be of a portable type easily moved throughout the ACCF, there shall be one (1) test phone and one (1) coined payphone, plus any additional wiring, at no additional expense to the County. The Contractor shall provide all work, services, goods and supplies necessary to connect with the ACCF's current Offender Management System, at no additional cost to the County.
- 2.2 All applicable inmate phones shall be state of the art and designed to operate on the system and must be resistant to physical abuse, waterproof and considered user-friendly. The telephones and handsets should be heavy duty, and of quality and durability, consistent with the intended placement and usage. Telephone lines and telephones shall have no removable parts or exposed wiring, and shall have minimum cord length necessary for proper use and be line powered. Phones are to be TTY and/or hearing aid compatible. The system shall be secure and tamperproof.
- 2.3 The Contractor shall ensure that the telephone system shall remain at a state of the art level for the duration of the contract at no charge to the County. Any upgrades which are necessary to maintain state of the art status including the 3-way calling system shall be provided and installed at no charge to the County. Where charges for additional equipment or services may be imposed on the County by the Contractor, the Contractor shall provide to the County information as to the equipment or services for which the County shall be charged and shall set forth the prices or the manner in which such additional charges will be computed.
- 2.4 The Contractor shall provide all aspects of the maintenance required in the upkeep of the telephone system associated with the Agreement for the initial three (3) year term of the Agreement, and up to two (2), one-year options to renew, at the sole discretion of the County.
- 2.5 The Contractor will pay all fees including line charges, all internal wiring, all phone equipment, maintenance on the phone equipment and wiring. The system should be expandable at no additional charge to accommodate additional inmate phones.
- 2.6 The Contractor shall provide Customer Service, Network Control Center and Repair Service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. All installers and maintenance personnel must be approved, in advance, by the Albany County Sheriff's Department to work inside the facility. The Sheriff's Department will decide whether individuals should be allowed to work inside the Facility based primarily on criminal history, among other considerations.
- 2.7 The Contractor guarantees a response time of less than four (4) hours (or next morning, if reported after 3:00 pm), for any and all maintenance requests, including holidays and weekends.
- 2.8 The Contractor shall provide one (1) separate dial tone and number for each pay phone.

- 2.9 The Contractor shall provide call blocking of any calls that the ACCF determines as necessary. The system shall detect, and when detected, disconnect, in real time, any call which originates from an inmate phone which is then connected by the called party to another phone number by 3-way or conference calling on all calls. The call blocking system shall be operational at all times; including the period prior to the time the called party has accepted the call. The Contractor shall provide, at a minimum, a ninety percent (90%) field detection/termination of 3-way calls.
- 2.10 The Contractor shall provide free phone calls to the Albany County Public Defender, the Federal Public Defender, the Albany County Probation Department, the NYS Missing Persons Hotline, ICE Pro Bono Consulate and others to be added at the request of the County, at no additional charge. In addition, all new inmate admissions shall be able to complete one (1) 5-minute toll free phone call to obtain legal representation, and toll free phone calls to legal representatives of other counties deemed necessary by the County shall be made available.
- 2.11 The Contractor shall provide automatic on-off capability on all payphones. Said automatic on-off capability shall be easily accessible to ACCF staff.
- 2.12 FRAUD: It shall be understood and accepted that cases of fraud shall not affect revenues or the level of commissions paid the ACCF, nor shall ACCF be held otherwise accountable for fraud or uncollectible call(s) placed by inmate(s) and accepted by an outsider(s).
- 2.13 The Contractor shall provide "Total Incoming Call Restriction." All 1-800, 1-888, 1-900, 911, 411, credit card calls, person-to-person calls, public information numbers (555-1212), public pay phones and third party calls shall be prohibited. The most advanced fraud protection features shall be installed and provisions made to upgrade as new technology becomes available. Pre-paid telephone card calls shall be optional.
- 2.14 The Contractor shall provide "Timed Call Duration." Telephone equipment shall also time out during periods of pre-planned lock downs, head counts, or other instances as required by the ACCF.
- 2.15 The Contractor shall play a message on all outgoing calls whether local or long distance which shall announce to both parties that the call originates from the ACCF and that the call may be recorded or monitored. Written notification shall be placed by each phone within the ACCF.
- 2.16 The Contractor shall provide call detail information when requested by authorized personnel of the ACCF.
- 2.17 The Contractor shall supply, install and maintain a system that has the ability to record all inmate telephone conversations where allowed by law. The Contractor shall provide the ACCF with the ability to record all inmate telephone conversations and the ability to print records. Calling records shall include date, time and duration of calls, cellblock/telephone location, telephone destination number and inmate PIN number if in use. This record shall include completed, as well as incomplete calls. Incomplete calls are to have a reason for non-completion. This system shall be expandable, at no additional charge, to accommodate additional inmate telephones. This system shall utilize continuous voice verification and identify all inmates via biometrics. The call recording system must be approved by the ACCF prior to installation.

- 2.18 The Contractor shall supply three (3) System Operating Manuals, along with twenty-four (24) hours of training time (and refresher training as needed) for personnel, on the systems. Training schedules are to be agreeable to the ACCF.
- 2.19 The Contractor shall coordinate installation and removal of system, including cabling if necessary, at both the beginning and end of the Agreement, at no additional cost, with limited interruption of service. The existing cabling is and shall remain the property of the ACCF. Any cabling installed by the Contractor shall be the property of the ACCF. Any switchover is to take place between the hours of 10:00 pm and 6:00 am, and with the approval of authorized personnel of the ACCF.
- 2.20 The Contractor shall transfer the following stored electronic data to the ACCF on an electronic disc, or in another mutually agreeable and appropriate format existing and in use at the Facility, prior to the end of the Agreement: blocked telephone numbers; inmate PIN numbers; approved inmate telephone numbers and toll free call numbers.
- 2.21 The Contractor shall provide and identify the mechanism for sharing inmate telephone data, including numbers called, persons called, call recordings and all other information maintained by the inmate telephone operational system including the ability of the County to determine which counties would be able to share inmate telephone data held by the County and the method of sharing data at the option of the County with other New York State counties, as needed or requested by the County for homeland security and other law enforcement needs.
- 2.22 The Contractor agrees that the rates charged for inmate calls shall not exceed the Dominant Carrier rates. These rates will be used for days, evenings, nights/weekdays and nights/weekends. Rate changes are allowed per the Public Service Commission and the Federal Communications Commission.
- The Contractor shall provide "Exact Rates" on all intra-lata calls for day, evening, nights and weekends. The Contractor shall also specify all fees or charges of any other type, to be paid by any person or entity in connection with initiating, making and completing all such intra-lata calls.
- The Contractor shall provide "Exact Rates" on all inter-lata calls as the predominate long distance carrier for day, evening, nights and weekends. The Contractor shall also specify all fees or charges of any other type to be paid by any person in connection with initiating, making and completing all such inter-lata calls.
- The Contractor shall provide "Exact Rates" on all local calls for day, evening, nights and weekends. The Contractor shall also specify all fees or charges of any other type to be paid by any person or entity in connection with initiating, making and completing all such local calls.
- The Contractor shall provide "Exact Rates" on all inter-state calls as the predominate long distance carrier for day, evening, nights and weekends. The Contractor shall also specify all fees or charges of any other type to be paid by any person in connection with initiating, making and completing all such inter-state calls.
- 2.23 The Contractor shall comply with Albany County Correctional Facility Security Requirements described in the RFP at Attachment E, at Page 1 of 3 through Page 3 of 3.
- 2.24 In addition to the work, services, goods and supplies described above, the Contractor shall also provide Secure View Tablets, the Legal Library, Digital Mail Services and

Video Visitation as described in Schedule A, attached hereto and made a part hereof, consistent with the RFP, including, but not limited to, the provisions at SECTION 4: SCOPE OF SERVICES, Paragraphs 4.29 through 4.94, and the Addenda. The Contractor shall also provide the work, services, goods and supplies described in the Proposal at Section IV. Plan Implementation, consistent with said RFP and Addenda.

- 2.25 While providing the work, services, goods and supplies described in this Article, the Contractor shall maintain all certifications and licenses required by law.

ARTICLE 3. COMMISSIONS AND BONUSES PAID TO THE COUNTY

3.1 Regarding inmate calls from phones: the Contractor shall pay to the County a pre-paid Commission in the amount of ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000)(hereinafter called the "Year 1 Prepaid Commission"). On the 12 and 24 month anniversaries of the payment of the Year 1 Prepaid Commission, the Contractor shall pay to the County a pre-paid Commission in the amount of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000) (hereinafter called the "Years 2 and 3 Prepaid Commission," and, collectively with the Year 1 Prepaid Commission, the "Prepaid Commissions").

The parties agree that the total amount of the Prepaid Commissions under this Agreement equal TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,400,000).

3.2 Regarding inmate calls from phones: Once the Contractor has paid all the Prepaid Commissions (i.e., payment to the County of \$1,200,000 for Year 1 and \$600,000 for each of Years 2 and 3), the Contractor shall pay to the County monthly commissions at a rate of EIGHTY SIX PERCENT (86%) based on total gross revenue generated by inmate calls from all phones covered by this Agreement.

Gross Revenue on which the monthly commission is based does not include: (a) taxes and tax-related surcharges; (b) credits; (c) account transaction fees; and (d) any amount the Contractor collects for, or pays to, a third part[y], including, but not limited to, payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, plus any costs incurred by the Contractor in connection with such programs.

3.3 The Contractor shall also pay the County a commission rate of TWENTY PERCENT (20%) of the dollar amount paid to the Contractor for remote visitation through Securus Video Visitation.

3.4 The Contractor shall also pay the County a commission rate of TEN PERCENT (10%) of the dollar amount paid to the Contractor for entertainment content and TWENTY PERCENT (20%) of the dollar amount paid to the Contractor for E-Messaging through Secure View Tablets.

3.5 The Contractor shall also pay the County a one-time payment signing bonus of ONE HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$115,000) on the first day of the month following the installation of the inmate phone and communication system.

3.6 The Contractor shall pay the commissions described above on a monthly basis by mail or wired directly to the County.

3.7 All compensation to the County shall be in accordance with Contractor's Proposal, at Section V page 186, and the additional charges, account transactions fees and taxes are as described therein.

ARTICLE 4. PAYMENT TO THE CONTRACTOR

This provision is not applicable to this Agreement.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on execution of the Agreement by both parties and shall continue in effect for three (3) years, with the option to renew for two (2) additional and consecutive one-year intervals, in the sole discretion of the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule B of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA SERVICES/WORK

If the Contractor is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such work does constitute extra services/work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 25. PREVAILING WAGES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll

records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures described in the RFP.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

26.3 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.4 The County shall bear no responsibility other than that set forth in this Agreement.

26.5 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.


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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

DATED: 2/11/19

COUNTY OF ALBANY

BY: 
Daniel P. McCoy
County Executive
or
Philip Calderone
Deputy County Executive

SECURUS TECHNOLOGIES, INC.

DATED: 2-6-19

BY: 

Name:

CEO / President
Title:




STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ___ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

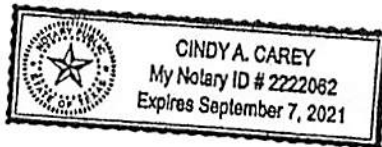
On the 11th day of January, 2019, before me, the undersigned, personally appeared Philip Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


EUGENIA-K. CONDON
NOTARY PUBLIC State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

Texas
STATE OF NEW YORK)
COUNTY OF DeWitt) SS.:

On the 6th day of February, 2019, before me, the undersigned, personally appeared Robert Fickens personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC


CINDY A. CAREY
My Notary ID # 2222062
Expires September 7, 2021

SCHEDULE A

INMATE TABLETS, LEGAL LIBRARY,
AND DIGITAL MAIL SERVICES

In addition to the Scope of Work/Services described in Article 2, the Contractor shall also provide the following:

I. Inmate Tablets:

- a. Contractor shall provide an inmate tablet solution at no cost to the County.
- b. Contractor shall provide indigent tablets at no charge to the County or the ACCF.
- c. Contractor shall provide inmate tablets that are Wi-Fi enabled.
- d. Contractor tablets shall be updated wirelessly in real time.
- e. Contractor shall provide tablet distribution and refurbishment to the ACCF at no cost.
- f. Contractor shall provide a web based access to tablet command and control capabilities.
- g. Contractor shall provide each housing unit enough charging stations which shall be ruggedized for use in the ACCF and allow for safe and secure charging of all tablets.
- h. Contractor inmate tablet shall display inmate name and ID number on the screen as well as facial detection.
- i. Contractor shall provide security measures which prevent inmates from breaching the network.
- j. Contractor shall provide security measures to harden the firmware on the tablets.
- k. Contractor's wireless network traffic must be routed through the vendor system with no exception and provide a firewall, transparent proxy, DHCP, DNS, and routing services for the tablets.
- l. Contractor shall provide secure Internet Protocol communications by authenticating and encrypting each IP packet of a communication system.
- m. Contractor shall provide the ACCF with a revenue share opportunity.
- n. Contractor tablets shall integrate with current ITS, JMS, OMSe or other systems as applicable.
- o. Contractor inmate tablets shall allow phone application usage of that tablet from only the housing unit where the inmate is located in the event the ACCF chooses to enable the tablets to make phone calls.
- p. Contractor shall provide an application where inmates may submit forms, requests, and grievances electronically.
- q. The Inmate Tablet Devices provided by Contractor shall have current and minimum capabilities to provide:
 - Phone calling, if ACCF chooses to use this option;
 - Inmate Self Improvement;
 - Law library Application;
 - Education;
 - Mental Health Services;
 - Forms and Grievance Application;
 - Documents Viewer Application (Inmate Rule & Regulations, re-entry manuals, etc.;

- Videos Application, PREA etc.;
 - Secure Messaging;
 - Pod Casts;
 - Music;
 - Movies;
 - Re-entry Assistance;
 - Religious Application;
 - Games;
 - Spiritual and Self Help Application; and
 - Commissary Ordering:
 - i. Commissary orders electronically;
 - ii. Web-based ordering system.
- r. Contractor shall provide as many Administrative tablets as needed.
- s. Contractor shall provide Administrative tablets that have total control of inmate tablets.
- t. Contractor has current and minimum capabilities providing Administrative tablets with real-time:
- Behavior Modification Application;
 - Eligibility Status;
 - Dashboards and real time tablet analysis;
 - Services to allow Officers to formulate notifications that can be pushed to all inmate tablets;
 - Locate tablet features;
 - Activation/Deactivation of tablets by:
 - i. Inmate;
 - ii. Groups of Inmates; and
 - iii. Facility; and
 - Activation/Deactivation of any or all applications by:
 - i. Inmate;
 - ii. Groups of Inmates; and
 - iii. ACCF.
- u. Contractor shall provide tablets which have been wiped of any residual operating systems.
- v. Contractor-provided Inmate Tablet Devices shall provide live monitoring capabilities.
- w. Contractor shall provide tracking of tablet revenues for commission's verification.

ii. Legal Library

The Contractor shall provide the LexisNexis law library service option, which shall be available through the Inmate Tablet Device Program, for use by inmates at the ACCF. The Contractor shall be responsible for the cost of the service without charges to the County or the inmates who utilize this service.

III. Video Visitation System

The Contractor shall demonstrate software that has been provided consistently over the past 36 months. Software shall be updated on a regularly-scheduled plan, at least three (3) times per year, at a minimum. In addition, the Contractor shall provide the following:

Commented [M11]: What does that mean?

- a. The system, which includes visitation scheduling, user management, and policy management software, shall be web-based and allow for ACCF and the Albany County Sheriff's Office to administer visitation sessions and visitation operations based on Albany County Sheriff's Office and ACCF policies.
- b. The system shall assign a unique identification number to each inmate and user and assign unique visitation identification number for every visit for reporting and tracking purposes.
- c. The inmate interface shall have a multi-lingual interface - English and Spanish at a minimum.
- d. The system shall allow for the ACCF and the Albany County Sheriff's Office to view multiple live video sessions.
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- k. Visitors to the ACCF shall be able to pay for the video visitation session using either a credit card or debit card.
- l. The system shall only display timeslots that meet the ACCF and the Albany County Sheriff's Office policies.
- m. The system shall conduct conflict checking and only display times which are available when visits are being scheduled.
- n. The system shall allow users to easily change their personal information (i.e., password, address, phone number, etc.).
- o. The system shall send an email to a visitor when a visit is scheduled, modified, or cancelled.
- p. The system shall assign unique visitation identification numbers for every visit for reporting and tracking purposes.
- q. The system shall offer customizable set durations (e.g., 15, 25, 35 minutes) for each visit.
- r. The system shall provide a visual warning message to inform the visitor that the session will be ending in "M" minutes or provide a visual countdown timer.

s. The system shall provide different levels of permissions to ACCF staff users based on user type, and shall require a username and password that will allow the ACCF user access based on the following allowed permissions:

Administrators: create/manage/edit — users, schedules, visitation rules, download recorded sessions, etc.

Users: create/manage — scheduled video visits, live monitoring sessions, approve/deny visitors

Read-only User: only view scheduled visits.

t. The system shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

- i. Inmate ID number
- ii. Session ID;
- iii. Appointment ID;
- iv. Inmate first/last name;
- iii. Visitor name;
- iv. Date and time of visit;
- v. Inmate video visitation station; and location/housing unit
- vi. Daily, weekly and monthly visit statistics.

u. The system shall provide an audit trail/logs of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).

v. The system shall allow for an interface with or data retrieval from Albany County Sheriff's Office Offender Management System Evolution (OMSe); and

The system shall use the same inmate identification number as created by the Offender Management System to identify the inmate on the video visitation system;

The system shall automatically cancel a visit if the inmate's visitation eligibility status has changed, the inmate is moved to a location which doesn't allow or doesn't have visitation available, or the inmate has been released; and

The system shall send an email cancellation notification to the visitor if a visit is cancelled.

w. The system shall provide for an Exclusion List which allows the ACCF and Albany County Sheriff's Office to set visitor exclusions because they are known gang affiliates, contraband smugglers, etc. (e.g., Visitor A is allowed to visit with anyone in the jail, EXCLUDING one or more selected inmates).

x. The system shall provide Cancellation/Interruption capabilities. The Albany County Correctional Facility staff shall be able to interrupt ongoing visits and send an email to document why the session was cancelled, giving notification that the session was cancelled due to facility visitation policy violation(s) or inmate movement, and can later be rescheduled.

y. The system shall provide authorized administrative users the ability to conduct searches and create reports.

z. The system shall provide a way to display and filter scheduled visits to ACCF Staff so they know where and when an inmate needs to be available for pending video visits.

aa. The system shall allow for visitation recording, and

- Visits shall be recorded by user type.
- Recorded visits shall be searchable and viewable.
- Recorded visits shall be stored for X (configurable) days.
- The ACCF shall be able to lock certain recordings such that they will not be purged as part of the standard retention duration.
- Recorded visits shall be able to be downloads into a standard video format, e.g., MP4.
- Recorded visits shall be backed up daily.

bb. Authorized ACCF and Albany County Sheriff's Office personnel shall be able to quickly and easily schedule visitation sessions.

cc. The system shall provide Visitation Rules capabilities that allows for configurable rules to be established, for example:

- Inmate is allowed X quantity of on-site visits;
- Inmate is allowed X quantity of remote visits;
- Inmate location A is allowed X quantity of on-site visits;
- Inmate location A is allowed X quantity of remote visits.

dd. The system shall allow for promotional rates such as a buy one visit, get one visit at % off, free visit, etc. Visit pricing shall be agreed upon by ACCF and/or Albany County Sheriff's Office.

ee. The system shall be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session shall automatically commence without staff involvement.

ff. All scheduling of video visitation sessions shall be able to be performed through the Contractor's custom app, a mobile smartphone or tablet or web browser.

gg. The Contractor's Video Visitation System shall have been successfully installed and functional in other facilities.

hh. Video visitation will be used by attorneys, County staff, including Probation and Parole, as well as the public, and the video visitation system shall allow for scheduling and management of home visitation sessions at the discretion of the ACCF and Albany County Sheriff's Office. Public employee(s) may use the system at no charge, and registration by a public employee shall not require use of a credit/debit card.

ii. The system shall meet or exceed the technical requirements outlined in the RFP, and shall be provided to all Albany County Sheriff's Office facilities at no cost, including system installation, training, operation, and maintenance of the system and its components.

jj. The video visitation system shall provide a kiosk functionality that allows for multiple capabilities, which shall be available for use at predetermined scheduled times outfitted by the ACCF and the Albany County Sheriff's Office, and shall be customizable to the exact feature. These capabilities shall include the following:

- Ability to place inmate telephone calls.
- Ability to access a Law Library.
- Ability to upload PDF documents such as an Inmate handbook (Rules & Regulations) or any other documentation deemed necessary by Albany County Sheriff's Office.
- Ability to upload a Video (PREA) (MP4) files deemed necessary by Albany County Sheriff's Office.
- Ability to enter a customized digital banner that will allow Albany County Sheriff's Office Facility staff to broadcast concise messages to the inmate population. This banner shall be customizable to exact areas of the facility, such as a particular housing area. The digital banner shall rotate between multiple messages and have configuration for the duration it is shown.
- Ability to allow a drop down menu from home screen for inmates to access multiple languages.
- Ability to allow access to Commissary Ordering for the inmates.
- A fully functional Video Visitation Capability fully compliant with the specifications outlined in the RFP.
- Ability for applications to be configured to be enabled or disabled for periods of time by ACCF and the housing unit.
- Ability to provide a sick call application to submit requests to medical staff
- Inmate Forms & Grievance submission capability that will:

Allow authorized ACCF staff to review and respond to grievances through the Inmate Telephone Platform User Interface.

Allow for assignment to other ACCF staff.

Track the response time for grievance resolution that can be customized so ACCF specifications can be viewed and Staff can view any excessive time periods for grievance resolution.

Provide a method for an inmate to appeal a grievance.

- Ability to keep all materials and to remain property of the ACCF and Albany County Sheriff's Office at all times.
- Ability to set a limit on the type of forms submitted per day.
- The inmate platform on the kiosk shall allow for the ability of the ACCF and Albany County Sheriff's Office to present customized terms and conditions as a condition for inmates to accept prior to accessing services on the kiosk.
- If changes are made to the ACCF's terms and conditions, the inmate platform shall allow the ability to force the inmate to re-accept the new terms and conditions.
- The system shall provide an audit log of the inmate's acceptance or rejection of the terms and conditions with the ability to export.
- Methods to avoid inmate monopolization of terminals:

The kiosk shall have a method for conflict resolution which will give both verbal and visual warnings as to pending, approved, and scheduled events. Some form of warning shall notify an inmate PRIOR to placement of a call as to the time allowed to place a call should it be less than the standard duration allowable. Conflict resolution shall be configured such that certain scheduled communication events (i.e., video visitation sessions) take priority over unscheduled communication events (i.e., telephone calls).

The kiosk shall allow for the ability to multitask whereas the inmate can perform multiple functions at the same time (e.g., an inmate could be on the phone with their loved one while reading the inmate handbook and relaying details of the facility rules to the caller, placing a commissary order, or submitting a grievance).

- kk. The terminal shall include a detention-grade hardened steel enclosure.
- ll. Detention grade hardened steel wall mounted enclosure.
 - The position of the hook switch must not enable/disable a live visitation session.
- mm. The terminal shall prevent spills from entering the enclosure.
- nn. The terminal shall be able to access the web-based application and be enabled for touch screen inputs.
- oo. The terminal shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
- pp. The terminal shall not have any external hinges.
- qq. The terminal shall have a shatterproof touchscreen LCD display.
- rr. The terminal shall have a built-in camera.
- ss. The terminal shall have a detention-grade audio handset.
- tt. The terminal shall have the option for one or two handsets or a hands-free device.
- uu. The terminal shall be powered by 110 VAC or Power-Over-Ethernet.
- vv. The terminal shall utilize standards based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.

- ww. The terminal shall have heat sinks and heat vents located in the back of the terminal in order to allow for proper cooling.
- xx. The terminal shall have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operation.
- yy. The terminal shall have a magnetic on/off switch. AND
- zz. The terminal shall be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal shall then secure to the mounting bracket using no more or less than two (2) security screws.

In addition to that provided for in Paragraphs a through zz, the Video Visitation System shall meet the following Technical Requirements:

- (a). The system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.
- (b). The system shall consist of inmate terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.
- (c). The visitor shall be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection using an Android or Apple smartphone or tablet of computer or laptop with web camera.
- (d). The system shall utilize:
- High quality video using low bandwidth.
 - Video Standards: 11.264
 - Video Transmission Speeds: 64 Kbps — 2 Mbps
 - Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIP (352 x 240 pixels), QCIF (176 x 144 pixels).
- (e). The system shall be designed for:
- Up to 30 frames per second of high quality video at 384+ Kbps
 - Up to 15 frames per second of high quality video at 64 — 320 Kbps
 - Constant or variable bit rate and frame rate.
- (f). The system shall provide end to end encryption for all video visitations.

IV. Digital Mail

The Contractor shall provide digital mail services for incoming inmate general correspondence in order to eliminate contraband from entering the ACCF through physical mail, and to protect inmates and staff from coming in contact with dangerous contraband while handling physical mail. Accordingly:

a. The Contractor shall conduct processing of inmate physical mail which will be delivered offsite from the ACCF. Inmate physical mail shall be scanned and delivered to the inmate via the inmate tablets or video kiosks. The Contractor shall not be required to determine appropriateness of mail or receive ACCF approval prior to distribution.

b. Any physical mail that originates from an attorney's office or is otherwise legally privileged shall be processed by the ACCF.

c. The Contractor shall establish a chain of evidence for any illegal items (i.e., contraband) discovered during the processing of inmate physical mail.

d. Because 9 CRR-NY 7004.3 prohibits the reading of incoming inmate correspondence, except pursuant to a written order of the chief administrative officer, the Contractor shall ensure that any software or technology allows for restriction of staff to access digital incoming general correspondence in a permissions based system.

e. In order to ensure that inmate general correspondence is processed and electronically delivered to the inmate in a timely fashion, the Contractor shall have a processing facility in Albany County. Delivery of incoming inmate physical mail shall occur within one (1) business day of receipt of the physical mail by the Contractor.

SCHEDULE B
INSURANCE COVERAGE

1. **Workers' Compensation and Employers' Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit:
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

III. Video Visitation System

The Contractor shall demonstrate software that has been provided consistently over the past 36 months. Software shall be updated on a regularly-scheduled plan, at least three (3) times per year, at a minimum. In addition, the Contractor shall provide the following:

- a. The system, which includes visitation scheduling, user management, and policy management software, shall be web-based and allow for ACCF and the Albany County Sheriff's Office to administer visitation sessions and visitation operations based on Albany County Sheriff's Office and ACCF policies.
- b. The system shall assign a unique identification number to each inmate and user and assign unique visitation identification number for every visit for reporting and tracking purposes.
- c. The inmate interface shall have a multi-lingual interface - English and Spanish at a minimum.
- d. The system shall allow for the ACCF and the Albany County Sheriff's Office to view multiple live video sessions.
- e. The system shall allow the ACCF and Albany County Sheriff's Office to automatically or manually rotate between the next set of multiple live video sessions with the ability to terminate a video session for inappropriate or suspicious behavior.
- f. The system shall provide web-based visitation scheduling for authorized users (i.e., ACCF staff, attorneys, the public) utilizing any standard web browser which shall allow for the scheduling and management of home visitation sessions.
- g. The system shall display pending visits to ACCF and Albany County Sheriff's Office staff, and to those incarcerated.
- h. The system shall be able to automatically detect if remote visitors computer system meets minimum requirements for system connectivity.
- i. The system shall allow family, friends, attorneys, etc. to easily schedule onsite video visits using an onsite terminal, a smartphone or tablet, or a web browser.
- j. Remote video visitation sessions shall be able to be conducted on both Android and Apple smartphones and tablets.
- k. Visitors to the ACCF shall be able to pay for the video visitation session using either a credit card or debit card.
- l. The system shall only display timeslots that meet the ACCF and the Albany County Sheriff's Office policies.
- m. The system shall conduct conflict checking and only display times which are available when visits are being scheduled.
- n. The system shall allow users to easily change their personal information (i.e., password, address, phone number, etc.).
- o. The system shall send an email to a visitor when a visit is scheduled, modified, or cancelled.
- p. The system shall assign unique visitation identification numbers for every visit for reporting and tracking purposes.
- q. The system shall offer customizable set durations (e.g., 15, 25, 35 minutes) for each visit.
- r. The system shall provide a visual warning message to inform the visitor that the session will be ending in "M" minutes or provide a visual countdown timer.

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