

**AMENDMENT NO. 5  
TO THE AGREEMENT BETWEEN  
THE NEW YORK CITY DEPARTMENT OF CORRECTION  
AND SECURUS TECHNOLOGIES, LLC  
CONTRACT NO. \_\_\_\_\_**

**THIS AMENDMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Amendment No. 5” or “Fifth Amendment”) between The City of New York (“City”), acting by and through the **NYC Department of Correction** (“Department”) with offices located at **75-20 Astoria Blvd., Suite 160, East Elmhurst, NY 11370** and **Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)** (“Contractor”), whose principal office is located at **4000 International Parkway, Carrollton, Texas 75007** (each, a “Party,” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Department and Contractor are parties to an agreement dated July 16, 2014, as previously amended (“Agreement”), pursuant to which Contractor provides telephone services to the Department for use by incarcerated individuals, and implementation, support, maintenance, and services to the Department; and

**WHEREAS**, the Department wishes to supplement the goods and services the Contractor is currently providing under the Agreement, and accordingly seeks to purchase from the Contractor tablets, tablet media content, mail screening security services, and other goods and services as more fully described herein; and

**WHEREAS**, Contractor is willing and able to provide the additional goods and services described more fully herein to the Department to meet the Department’s needs; and

**NOW, THEREFORE**, in consideration of valuable consideration and the mutual promises and covenants made herein, the Department and Contractor agree to amend the Agreement as follows:

1. Contractor shall provide the additional goods and services (“Additional Goods and Services”) set forth in the Scope and Pricing Addendum attached hereto as Exhibit 1; and the Department shall pay Contractor for such Additional Goods and Services in accordance with the Scope and Pricing Addendum set forth in (Exhibit 1).
2. Except as expressly modified by this Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below.

**THE CITY OF NEW YORK, acting by and through THE NEW YORK CITY DEPARTMENT OF CORRECTION**

**SECURUS TECHNOLOGIES, LLC**

Signature: DocuSigned by: Patricia Lyons  
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**PATRICIA LYONS**  
Deputy Commissioner, Facilities, Fleet & Financial Administration

Signature: DocuSigned by: Geoffrey Boyd  
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Name: Geoffrey Boyd  
Title: CFO

Date: 1/17/2023 | 12:59:12 PST

Date: 1/17/2023 | 08:38:06 PST



## EXHIBIT 1

### SCOPE AND PRICING ADDENDUM

#### **I. SCOPE**

##### **A. TECHNICIANS**

1. Contractor will provide eight (8) onsite tablet technicians to facilitate service seven (7) days a week, to exclusively assist with tablet programming. In order to streamline daily facility-based tablet operations, the contractor will designate one of the eight tablet technicians as the team lead. The team lead will 1) serve as the primary point of contact for DOC staff, 2) disseminate information to the other 7 tablet technicians, and 3) oversee schedules.
2. At the written request of the Department, Contractor will provide additional onsite technicians (“Additional Technicians”) to assist with deployment of Contractor’s products and services. The Department shall pay the Contractor for the services of the Additional Technicians as set forth in the Pricing section of this Addendum.

##### **B. HARDWARE: TABLETS AND HEADSETS**

1. Contractor will supply 5,800 tablets with power cords, and 5,800 headsets, to the Department at no cost.
2. Securus will maintain an inventory of 10% of active tablets, power cords, and headsets onsite to facilitate supplying tablets and headsets in case of increases to population, and to provide replacements for damaged units. This inventory will be replenished monthly as population increases or as replacements are needed.
3. Additional headsets may be ordered by the Department for \$5.00 per headset. Each order of spare headsets must be for at least 25 units and shall be made in 25-unit increments. Contractor may, at its option, decline to fulfill any order that does not conform to these requirements.
4. Department will pay Contractor a one-time charge of \$129.00 for each spare tablet deployed to replace a damaged unit, if the damage is not covered by the manufacturer’s warranty (e.g., intentional damage). Damage will be documented by the onsite technicians and then reported and billed to the Department.
5. Upon request of the Department, Contractor will sell headsets to the Department’s commissary vendor at a discount, and shall permit the commissary vendor to sell headsets to Incarcerated Individuals. The Department will not authorize the resale of headsets to Incarcerated Individuals for more than \$19.99 per headset except with the prior written approval of the Contractor.
6. Contractor will update any patches or upgrades on spare tablets prior to delivery to the

Department for deployment in the Department’s facilities. Spare tablets will not be connected to the network until deployed. Any spare tablet to be deployed will require time on the network to update any patches or upgrades prior to deployment.

7. Department will be solely responsible for all wiring costs associated with deployment of the Tablet system.

**C. SOFTWARE AND APPLICATIONS FOR TABLETS: UNITY TABLET PROGRAM**

1. Table T-1 below lists the contents that constitute the “Unity Tablet Program.” The Unity Tablet Program includes any incremental upgrades, modifications, updates, and additions to existing features that Contractor may implement in its discretion, but does not include additional features or significant enhancements to existing features. The monthly cost (see Pricing section), provides the following services to be included with the Unity Tablet Program, at no additional cost to the Department or Tablet user:

TABLE T-1

Phone Application	Included
Unlimited Phone Calling Service (outbound)	No Cost
eMessaging Application	Included
Securus Text Connect	No Cost
Receiver for Housing Unit TV Audio (requires TV Transmitters)	Included
E-Books	Included
Religious Services	Included
Grievance Filing System	Included
Requests Application for Incarcerated Individuals	Included
Incarcerated Individual Handbook & PDF Application	Included
Casemaker Law Library Application	Included
Jobview Application	Included
Educational and Informational Videos for Incarcerated Individuals	Included
KA Lite & Lantern LMS Access	Included
Digital Mail Center – Managed Scanning Service	No Cost
Digital Mail Center (DMC) Access	Included
Access to NY DOC Commissary Ordering Application	Included

2. Contractor shall provide a program whereby persons who will be using the services provided herein to communicate with Incarcerated Individuals (hereinafter, “Senders”) will be able to fund an Incarcerated Individual’s Securus Debit Account or purchase stamps for eMessages, Pictures, Videograms, & Snap & Send’s. Using these “Securus Debit” funds, Incarcerated Individuals will be able to purchase the “Additional Content” listed in Table T-2 below. The prices charged to Incarcerated Individuals shall not exceed the maximum price listed in the Cost Range column of Table T-2:

TABLE T-2

<b>Additional Content</b>	<b>Cost Range<sup>1</sup></b>
Securus Text Connect Messages (Included at no additional charge) (Maximum of 160 characters per message)	\$0.00 each
Securus Monitored eMessaging– Stamps (Incarcerated Individuals and Senders)	\$0.20 each <sup>2</sup>
Stamps required for eMessage (Bidirectional)	1
Stamps required for eCard eMessage (Inbound) (Limit of 5 eCards per eMessage)	1
Stamps required for Picture eMessage (Inbound) (Limit of 5 photos per eMessage (3MB))	2
Stamps required for Snap'n Send eMessage (Inbound)	2
Stamps required for Videogram eMessage (Inbound)	3

3. If Department provides content for Contractor to display on the tablets, Department represents and warrants that it has obtained all necessary licensing and rights to display such content. Contractor is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Department or from outside sources.
4. The Department shall allow Senders, and may, in its sole discretion, allow Incarcerated Individuals, to fund the Incarcerated Individual's Securus Debit account to enable the purchase of Additional Content.
5. Disclaimer of Warranties. CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY DEPARTMENT OR END USER FROM RECEIPT OR USE OF THE TABLETS.

**D. eMESSAGING and Text Connect**

1. Contractor's Text Connect application ("Text Connect") allows for two-way electronic

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<sup>1</sup> Plus applicable taxes and transaction fees. At Contractor's sole option, the pricing described herein may also be increased once per annum by no more than 7/10 of the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published.

<sup>2</sup> For Senders, stamps are available in books of 5, 10, 20, or 50 stamps. For Incarcerated Individuals, stamps are available in books of 1, 2, 5, or 10 stamps.

communication (up to a maximum of 160 characters per message) between a Sender and an Incarcerated Individual. Senders send and receive messages using the Securus mobile app and must have a free Securus Online account to access. STC messages will be accessible to the Incarcerated Individual for a period of 60 days, but available to Customer for up to 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

2. Contractor's eMessaging Application ("eMessaging") allows for two-way, Securus web portal / Android & IOS App, secure electronic communication between a Sender and an Incarcerated Individual ("collectively, "Users"). Users may purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:
3. Contractor will provide direct communication from the Department to Incarcerated Individuals at no cost to Department for internal use.
4. Contractor will provide the Department with access to a web-based portal that enables message review. The Department will have the ability to approve and reject a message or attachment based on Department policies and criteria. Senders will be required to send and receive messages using either the Securus mobile app or [www.securustech.net](http://www.securustech.net). Contractor will provide clear instructions to Senders for creating a free Securus Online account.
5. Contractor may issue future releases of eMessaging which contain additional features and functionalities at no additional cost to the Department, subject to Department approval.
6. Contractor will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Department review. Department acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Contractor makes no representations or warranties regarding the accuracy or reliability of such machine translation.
7. Contractor will insert a prominent disclaimer to warn Users not to use the eMessage service for legal privileged communications.

**E. GUARDED EXCHANGE SERVICES**

At the option of the Department, Contractor will provide one or both of the following services through Guarded Exchange, LLC, a subsidiary:

(1) GEX Offender Communications Monitoring System:

- a. A system designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security within Department facilities and to Department personnel; and (3) criminal activity in and outside of the Department's facilities. Using the GEX Offender Communications Monitoring

System, Contractor can analyze a selected subset of communications originating from the Department, including, as agreed, specific communications that match criteria provided by Department (Targeted Requests). Contractor will provide reports to Department that detail a breakdown of threat levels identified.

- b. If this option is selected, the Department will pay the hourly analyst rate for the GEX Offender Communications Monitoring System set forth in the Pricing section of this Addendum. Pricing will be calculated on a “per targeted request” basis, quoted to the Department prior to completion.

(2) GEX National Cellular Forensics:

- a. A service that allows the Department to securely ship contraband cellular devices to Contractor for data extraction. Extracted cellular data, from nearly any device, can show a device’s sent and received messages, Internet browsing history, pictures taken, phone numbers dialed and other data and metadata.
- b. If this option is selected, Department will pay the fee per cellular device sent in for extraction, set forth in the Pricing section of this Addendum.

**F. DIGITAL MAIL CENTER**

1. At the Department’s option upon written request, Contractor shall provide Digital Mail Center service and software (“Digital Mail Center”). Digital Mail Center is a service by which physical mail received on paper in envelopes (“Physical Mail”) is scanned and the resulting electronic image files (“Scans”) are electronically transmitted to Incarcerated Individuals. “Metadata” means all electronic information associated with every item of Physical Mail that has been scanned, including Sender’s name, Sender’s address, date and time of receipt by Contractor, date and time the Physical Mail was scanned, and date and time the Scan was delivered to the Incarcerated Individual.
2. If the Department elects to use the Digital Mail Center, the following provisions of this Section F shall apply.
3. Contractor will not scan Unscannable Mail, namely Physical Mail that:
  - a. Is bulky and not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page);
  - b. Is tainted by contraband (e.g., chemical, obscene images); Contractor will use reasonable efforts to identify contraband based on Department’s instructions and Contractor’s experience, Contractor does not guarantee that it will correctly identify such contraband; or
  - c. On its face appears to have been sent by a lawyer or law firm and is therefore presumed to be cloaked by the attorney-client privilege.

4. Both parties will inform Senders about the Digital Mail Center service process and, specifically, what constitutes Unscannable Mail.
5. In the event Contractor receives and identifies physical contraband (such as drug-soaked mail), Contractor will release the materials to local law enforcement (based on location of Contractor's processing facility) and report to the Department for further direction.
6. Contractor acknowledges that the Department may be required by regulations or law to deliver mail to Incarcerated Individuals within a specific number of hours, and other requirements ("Delivery Standards"). The Department will keep Contractor informed of the Delivery Standards and any amendments thereto. Contractor will cooperate with the Department to ensure Department compliance with Delivery Standards, as these may be amended from time to time.
7. Contractor will provide the following options and features, which the Department may choose among:
  - a. FLEXIBLE OPTIONS FOR SCANNING LOCATION: Department will have the choice of:
    - i. Contractor staff scans Physical Mail at Contractor's premises. Contractor will provide an address to which Senders can send Physical Mail intended for Incarcerated Individuals; or
    - ii. Department staff scans Physical Mail in DOC premises.
  - b. FLEXIBLE OPTIONS FOR CONTROL OVER DELIVERY OF SCANS. The Department may opt into any of the following optional features:
    - i. The ability to view, approve, reject, and manage Scans;
    - ii. The ability to set alerts when specific Incarcerated Individuals receive Physical Mail or Unscannable Mail;
    - iii. The ability to review logs of scanning activity. .
  - c. FLEXIBLE OPTIONS FOR DELIVERY AND DISPOSITION OF SCANS, PHYSICAL MAIL, AND UNSCANNABLE MAIL

Contractor will configure the Digital Mail Center to provide the Department with flexible options with respect to Contractor's delivery of Scans, Physical Mail, and Unscannable Mail. Such options shall include:

- i. SCAN: Electronic transmission of Scans directly to Incarcerated Individuals via tablets. If this option is chosen, the Department shall have the further option to pre-approve all Scans prior to transmission to Incarcerated Individuals. There shall be no fee for this option;

- ii. SCAN: Electronic transmission of Scans to the Department in a format acceptable to the Department, to enable the Department to create printed Scans (for the Department to distribute to the Incarcerated Individuals). There shall be no fee for this option.;
- iii. SCAN: Printing of the Scans at Contractor's facility and shipping of the printed Scans to the Department (for the Department to distribute to the Incarcerated Individuals). If this option is selected, the Department shall pay the shipping fee set forth in the Pricing section of this Addendum.
- iv. SCAN: Destruction of Scans either immediately after delivery to Incarcerated Individuals or within a period of up to eighteen (18) months after delivery to Incarcerated Individuals
- v. SCAN: Delivery of Scans to the Department in a format acceptable to the Department.
- vi. SCAN: Storage of Scans for a period of time and the ability for the Department to retrieve and download the Scans into a Department-controlled server;
- vii. PHYSICAL MAIL: Deliver Physical Mail to Department after scanning (Department to pay shipping charge);
- viii. PHYSICAL MAIL: Destroy Physical Mail after confirmed successful delivery of Scan to Incarcerated Individual;
- ix. PHYSICAL MAIL: If an intended recipient is not in Department custody, return the physical mail to Sender; destroy the Scan, if created;

**G. WORD ALERT – TRANSCRIPTION, TRANSLATION & ALERTING**

- 1. Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform, which uses speech-to-text technology to transcribe the audio in calls and, if applicable, video sessions, and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect. It also enables investigators to request English translations of transcripts that are in some other languages.
- 2. If the Department uses the Word Alert service, the Department will pay the monthly rate for Word Alert that is set forth in the Pricing section of this Scope and Pricing Addendum.

**H. THREADS™**

- 1. The THREADS™ application allows authorized law enforcement users to analyze

corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import.

2. In addition, THREADS™ offers an optional “community” feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Department may elect to participate in the “community” feature with one or more jurisdictions. Such opt-in will require a Memorandum of Understanding between DOC and the other jurisdiction(s). Department acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS™ community for analysis and review.
3. THREADS™ will be provided at no additional cost to the Department.

## II. PRICING

A. The pricing for this Contract appears in Table T-7: The Pricing column indicates agreed-upon prices. Payment shall be made on a unit price basis, based on approved invoices.

TABLE T-7

	Price <sup>3</sup>
Unity Tablet Program Subscription	Monthly price: \$61.00 times the Average Daily Population in the NYC DOC custody on the last day of the preceding calendar month, based on published data (see below)
<ul style="list-style-type: none"> <li>• Voice calling</li> </ul>	Included, provided that the Department will continue to be billed for applicable taxes, fees, and regulatory charges associated with the telephone system
<ul style="list-style-type: none"> <li>• 5,800 tablets</li> </ul>	included
<ul style="list-style-type: none"> <li>• 10% spare tablets (inventory)</li> </ul>	included
<ul style="list-style-type: none"> <li>• 10% spare headsets</li> </ul>	included

<sup>3</sup> At Contractor’s sole option, the pricing described herein may also be increased once per annum by no more than 7/10 of the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published.

Option: THREADS™	No charge
Option: Digital Mail Center	No charge
Option: Word Alert service	\$0.005 times the total number of recorded and completed call minutes for that month
Option: GEX Offender Communications Monitoring System	\$36 per hour per analyst of incarcerated individual calling
Option: GEX National Cellular Forensics	\$199 per shipped contraband device
Option: Shipping of Physical Mail or printed Scans	\$ 4.00 per pound
Additional Technicians above the 8 provided for herein	\$120,000 per year, including fringe benefits, to be paid quarterly in arrears and prorated in partial months.

**B. INVOICING**

1. All services shall be invoiced quarterly in arrears.
2. The price for the Unity Tablet Program shall be the monthly price times above, multiplied by the Average Daily Population on the last day of the preceding calendar month, as published on the website of the New York City Mayor's Office of Criminal Justice website (<http://criminaljustice.cityofnewyork.us>) or, if that website is unavailable, the NYC Open Data website.