ONIEDA COUNTY CONTRACT

ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue • Utica, New York 13501-2975
(315) 798-5910 • Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

July 13, 2020

Mr. George Dahlbender
01A0341
Green Haven Correctional Facility
594 Rte. 216
Stormville, New York 12582

Re: Freedom of Information Law (FOIL) Request

Dear Mr. Dahlbender:

Oneida County is in receipt of your Freedom of Information Law (FOIL) request dated June 22, 2020 for records relating to inmate telephone services and inmate tablet services.

The County has conducted a diligent search and has found the following records:

- GTL Agreement for Inmate Telephone Services – Total 8 pages
- Trinity Agreement for Inmate Tablet Services (31 pages) and Acquisition and Contract Minutes (2 pages) – Total 33 pages
- Trinity Tablet Amendment – Total seven 7 pages
- LexisNexis Legal Research on Kiosks Agreement (9 pages) and Acquisition and Contract Minutes (3 pages) – Total 12 pages
- West Legal Research on Tablets Agreement (4 pages) and Acquisition and Contract Minutes (2 pages) – Total 6 pages

The cost per page is twenty-five cents ($0.25). The requested documents total sixty-six (66) pages. The total cost for all requested document pages is sixteen dollars and fifty cents ($16.50). Please advise if you would like to receive all documents, and send a check/money order to: Oneida County, 800 Park Ave, Utica, New York 13501, Attn: Law Department.

Very truly yours,

Alison Stanulevich, Esq.
Assistant County Attorney

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web http://www.globaltellink.com

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Oneida County Sheriff's Department, with an address at 6065 Judd Road, Oriskany, NY 13424 ("Premise Provider").

1. **Term.** This Agreement shall be in effect for three (3) years, commencing from the date that is thirty (30) days prior to the date on the first commission check issued pursuant to this Agreement. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms.

2. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 6065 Judd Road, Oriskany, NY 13424 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. **Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment

and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. **Compensation.** Remuneration shall be forty-five percent (45%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) any amount Company collects for, or pays to, third parties, 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, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Additionally, Company shall pay to Premise Provider a $50,000 bonus in consideration for this Agreement. Said bonus shall be payable in three equal installment of Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents ($16,666,66), with the first installment payable to Premise Provider on or after March 1, 2010, and the two remaining installments payable in the second and third year of the Agreement, respectively. If Premise Provider shall cancel or terminate this Agreement for any other reason except default, as defined in Paragraph 14 of this Agreement, Premise Provider shall refund to Company a pro rata share of the signing bonus as follows:

Cancellation Contract Year 1 - $16,666.66 refund to Company
Cancellation Contract Year 2 - $16,666.66 refund to Company
Cancellation Contract Year 3 - $16,666.66 refund to Company

5. **Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. **Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder,

provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. **Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

(a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.

(b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.

(d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.

(e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

(f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or

compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:	**To Premise Provider:**
Global Tel*Link Corporation	**Oneida County Sheriff's Department**
12021 Sunset Hills Road	6065 Judd Road
Suite 100	Oriskany, NY 13424
Reston, Virginia 20190	
Phone: (703) 955-3915	Phone: (315) 765-2200
Fax: (703) 435-0980	
ATTN: Dorothy E. Cukier, Esq.	**ATTN: Sheriff Daniel Middaugh**

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Alabama.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or $500,000, whichever is lesser.

13.Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14.Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15.Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16.Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17.Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Not withstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18.Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should

there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19.Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

(a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.

(b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.

(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20.Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

21.Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

22.Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

23.Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 15th day of June, 2009.

Company

Global Tel*Link Corporation

Signature

Name: Jeffrey B. Haidinger
Title: President, Services

Premise Provider

Signature

Name:
Title:

Approved As To Form
ONEIDA COUNTY ATTORNEY
By

Exhibit A

Facility Name and Address:

Oneida County Sheriff's Department
6065 Judd Road
Oriskany, NY 13424

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

Existing Inmate Telephone System

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: March 8, 2017; 12:00 noon
LOCATION: County Executive's Conference Room
PRESENT: Anthony J. Picente Jr., County Executive
Gerald Fiorini, Chairman, Board of Legislators
Dennis S. Davis, Secretary, Board of Acquisition and Contract

Roll Call: Chairman Fiorini, Commissioner Davis, County Executive Picente

Motion to accept previous mtg. minutes: Mr. Davis Second: Mr. Fiorini
Communications: None
Public Speakers: None
Report of Officials: None
Resolutions:

1. Approval of a Consultant Agreement with Passero Associates (H17527CSD01) for the design, construction, observation and administration for the renovations to Nose Dock 786 at Griffiss International Airport. The 3,300 square feet of Hangar space will be converted into office, conference room and storage space for $76,500.00. Upon recommendation of Deputy Commissioner Chad Lawrence. H-488

Motion: Mr. Fiorini Second: Mr. Davis

2. Award Bid Reference No. 1880, Senior Nutrition Program, to Trinity Services Group, Inc., as the sole bidder in the amount of $7.95, total unit cost. Upon recommendation of Michael Romano and Mello Testa.

Motion: Mr. Davis Second: Mr. Fiorini

3. Approval of the rejection of Bid Reference No. 1868, Emergency Communications System Upgrade Project-Site Construction, due to delays in the acquisition of property that the towers will be built on. It is anticipated that re-bidding this portion of the radio project will be at a later date. Upon recommendation of Kevin Revere and Mello Testa.

Motion: Mr. Fiorini Second: Mr. Davis

4. Approval of Credit Change Order and Final in the amount of ($287,709.12) with Rifenburg Construction, Inc. (H15489TWC04) due to the original quantities being estimated and the final quantities are based on actual field measurements for the Taxiway Rehab Phase IV Project at Griffiss International Airport. Original contract amount was $3,581,592.00 with the proposed final amount being $3,293,882.88. Upon recommendation of Deputy Commissioner Chad Lawrence. H-489

Motion: Mr. Davis Second: Mr. Fiorini

5. Acceptance of a proposal from Towne Engineering as the lowest proposal received in the amount of $110,000.00 plus asbestos abatement project monitoring expenses at $57.00/hr/$69.00/hr and $11.00/each PCM on the Comprehensive Building Improvement Program, 2017-2018 Mechanical/Electrical/Plumbing Improvements Project to provide design and inspections services. Upon recommendation of
Mark E. Laramie, P.E. H-473

Motion: Mr. Davis Second: Mr. Fiorini

6. Award Bid Reference No. 1881, Inmate Food Service Program, to Trinity Service Group. Inc. as the sole bidder for a total unit cost of $1.14. Upon recommendation of Undersheriff Swenszkowski and
Mello Testa.

Motion: Mr. Fiorini Second: Mr. Davis

11. Approval of Change Order #08-13 with Huen NY, Inc. (H1542708) in the amount of $20,843.18 to cover various time and material additional work, add beam detectors, power and date to Room 220 and a new cabinet heater on the MVCC Rome Campus Expansion Project. Original contract amount was $3,220,000.00 with the proposed amount to-date being $3,674,886.11. Upon recommendation of Mark E. Laramie, P.E.

Motion: Mr. Davis Second: Mr. Fiorini

12. Approval of Credit Change Order #001 with Genesee Environmental (H1644201) in the amount of ($26,135.00) as the entire allowance was not used for the contract during construction on the Oneida County Office Building 4th Floor Interior Renovations Project. Original contract amount was $547,000.00 with the proposed amount to-date being $520,865.00. Upon recommendation of Mark E. Laramie, P.E. H-305

Motion: Mr. Fiorini Second: Mr. Davis

13. Approval of Change Order #1 with HJ Brandeles Corp. (H1644202) in the amount of $13,878.00 to build an attractive enclosure around the generator exhaust for the Oneida County Office Building Chimney Retrofit. Original contract amount was $331,000.00 with the proposed amount to-date being $344,878.00. Upon recommendation of Mark E. Laramie, P.E. H-473

Motion: Mr. Davis Second: Mr. Fiorini

14. Approval of Change Order #2 with Putrelo Building Enterprises in the amount of $8,834.50 to furnish and install a security system in the new basement evidence storage area and furnish and install four (4) security screens to the new basement evidence storage area on the Comprehensive Building, Phase 4, construction contract at 120 Airline Street in Oriskany. Original contract was $386,000.00 with the proposed amount to-date being $554,834.50. Upon recommendation of Mark E. Laramie, P.E. H-473

Motion: Mr. Fiorini Second: Mr. Davis

15. Award Bid Reference No. 1884, liquid sodium hypochlorite, to JCI Jones Chemical Inc. of Sarasota FL as the lowest qualified bidder in the amount of $0.70 per gallon. Upon recommendation of Mello Testa and Steven P. Devan PE.

Motion: Mr. Davis Second: Mr. Fiorini

16. Award Bid Reference No. 1883, liquid sodium bislufite, to JCI Jones Chemical Inc of Sarasota FL as the lowest qualified bidder in the amount of $1.05 per gallon. Upon recommendation of Mello Testa and Steven P. Devan PE.

Motion: Mr. Fiorini Second: Mr. Davis

COMMISSARY SERVICES AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2017, by and between Oneida County, New York, with principal offices located at 800 Park Avenue, Utica, NY 13501 (the "County") through the Oneida County Correctional Facility located at 6065 Judd Road, Oriskany, NY 13424 (the "Correctional Facility"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity") (individually referred to as a "Party," and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, County has issued a Request for Bid, Bid Ref #1882, for Inmate Commissary Services (herein referred to as the "Services") at the Correctional Facility and Trinity submitted its proposal to provide the necessary Services; and

WHEREAS, County desires to accept the proposal and avail itself of Trinity's Services based on the details offered in their submitted proposal; and

WHEREAS, Trinity desires to perform such Services for County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. COUNTY'S GRANT TO TRINITY

County grants to Trinity the exclusive right to operate Services at the Correctional Facility. These Services include an inmate order entry system using a wall-mounted housing-type kiosk solution and handheld tablet kiosk with commissary order entry software that is able to be fully integrated with Black Creek Jail Management Software. The Services are described in further detail in Exhibit A Inmate Commissary Services, which is incorporated into this Agreement by this reference. Specific kiosk capabilities and features are also detailed in Exhibit B Kiosk Features, which is hereby incorporated into this Agreement by reference.

2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions and requirements of this Agreement and all attached Exhibits, Trinity will operate and manage its Services at the Correctional Facility and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the Parties. A Commissary Master List including products available for purchase and their prices is attached as part of Exhibit C Pricing and Product Listing, and incorporated into this Agreement.

2.2. The Terms and Conditions contained in the Oneida County Standard Contract Clauses Addendum, Exhibit E, are also incorporated herein by this reference and made a part hereof. In the event of a conflict between the terms stated herein and the Standard Contract Clauses Addendum, the terms and conditions contained in the Addendum shall control.

2.3. Trinity represents and warrants to the County that it's organization and its employees are duly and fully qualified to provide the Services as described within this Agreement and Exhibits. Trinity's Services shall meet or exceed the guidelines as prescribed

by the New York State Commission on Corrections Standards for Local Correctional Facilities, including all memorandums issued by the Chairman for the Commissioner of the New York State Commission of Corrections, regarding commissary service and the requirements set forth in Exhibit A.

2.4. Trinity owns all commissary items and equipment used in this Agreement. These items and equipment shall be warrantied and maintained by Trinity.

2.5. Trinity warrants that its employees will not talk to, signal, whistle, or in any way attract the attention of inmates and will restrict their movements to the commissary area, other than entering for or leaving upon completion of work. Trinity will not accept assistance from inmates unless the inmate is directly ordered by the Sheriff or his designee. Trinity staff will promptly notify their supervisor and the Correctional Facility of all unusual happenings pertaining to inmates.

2.6. Trinity will not make any alterations to any walls, windows, floors, ceilings, doors, equipment, or fixtures owned by the County without the prior written approval of the Sheriff or his designee. Trinity will not post any signs, advertisements, notices, or pictures of any kind to any part of the Correctional Facility, without prior approval of the Sheriff or his designee. Trinity's vehicles may have the Trinity name and address painted on the doors. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear of equipment belonging to the County, and other responsibilities of the County as defined in Section 3.

2.7. Trinity shall maintain a live twenty-four (24) hour help desk with a toll-free number manned by Trinity employees.

2.8. Trinity shall provide on-site training sessions for County staff, of no less than twenty-four (24) total hours per staff member. The same training sessions shall be required whenever a new software program, system, or process is added by Trinity. Trinity shall provide on-line user manuals on all desktops utilizing Trinity's software.

2.9. Trinity shall meet with the County at least twice annually to review the commissary menu and pricing.

3. COUNTY'S RESPONSIBILITIES

3.1. The County shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services and allow Trinity employees to maintain the kiosks through the Correctional Facility. The Correctional Facility will provide an escort for Trinity employees for safety and security purposes when work needs to be performed in certain areas of the Facility. County will also continue to maintain its Black Creek Jail Management Software System as necessary so Trinity's Services may continue to be performed.

3.2. Correctional Facility employees will be responsible for delivering commissary orders to inmates.

3.3. The County will approve all commissary items prior to them being listed in the kiosk as available for purchase. The County will assess them for safety and security, as deemed necessary for the correctional facility environment.

3.4. The County will provide trash removal, pest control, office space and utilities, excluding modem and FAX services. The County will provide adequate ingress and egress to all production areas used by Trinity and will provide adequate heat, gas, lights, ventilation, and other utilities. The County will also provide general maintenance to the building structure including, but not limited to, the maintenance of water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces.

3.5. The County will provide a designated area outside of the secured area for the parking of personal vehicles owned by Trinity staff. Delivery trucks will be admitted to receiving areas in secured areas only by the request of Trinity and under the supervision of Correctional Facility staff.

3.6. The County shall not, during the term of this Agreement and for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that the County breaches the terms of this provision, the County shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the County prior to being employed by Trinity.

4. FINANCIAL ARRANGEMENTS

4.1. Trinity shall provide all commissary kiosks, tablets, computer terminals, software, printers, maintenance, operating costs, and supplies relating to Trinity's Services at no cost to the County. A list of equipment supplied by Trinity at no cost to the County is attached as Exhibit D General Costs and Fees for Equipment. Trinity shall also maintain an accounting of the commissary account at no cost to the County.

4.2. Trinity will provide a commission to the County on gross commissary sales (sales less any non-commissionable items, as determined by the County) in the amount of thirty-three percent (33%). This money will be deposited into the inmate commissary account and will pay for inmate programs.

4.3. The County requires a detailed billing statement at least once per month.

4.4. Repeated failure by Trinity to pay commissions to the County within sixty (60) days of billing statements may result in termination of this Agreement.

5. COMMENCEMENT AND TERMINATION

5.1. The Term of this Agreement shall be for three (3) years beginning on May 1, 2017 and ending on April 30, 2020. Either Party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

5.2 If either Party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 13 herein, the Party claiming such failure shall give the other Party written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured Party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

5.3 Upon termination of this Agreement, Trinity shall have no further responsibility to the County or to any other person with respect to the Services. Upon termination of this Agreement the County shall be obligated to pay Trinity for Services only performed through the date of termination. Following such payment, the County shall have no further obligations to Trinity under this Agreement.

5.4. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Correctional Facility occupied by Trinity, and remove its property and equipment and return the Correctional Facility to the County, together with all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss common in this industry.

6. COMPLIANCE WITH LAWS AND REGULATIONS

6.1. Pursuant to the terms, conditions and requirements of this Agreement, Trinity will operate and manage its Services at the Correctional Facility and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the Parties.

6.2. Trinity shall perform its Services in accordance with this Agreement and all Exhibits attached hereto. The terms and conditions contained in the Oneida County Standard Contract Clauses Addendum, Exhibit E, are incorporated herein by this reference and made a part hereof. In the event of a conflict between the terms stated herein and the Standard Contract Clauses Addendum, the terms and conditions contained in the Addendum shall control.

6.3. Trinity's Services shall meet or exceed the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities regarding food service in Title 9, Subtitle AA, Chapter 1 Minimum Standards and Regulations for Management of County Jails and Penitentiaries.

6.4. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding County's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity.

6.5. Trinity agrees to pay all Federal, State, and Local taxes which may be assessed against Trinity's equipment or merchandise while in the Correctional Facility, as well as all Federal, State, and Local taxes assessed in connection with the operation of its Services at the Correctional Facility. All costs in connection with such taxes (excluding the County's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity.

7. SAFETY AND SECURITY

7.1. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper City, State or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law, to include criminal background checks conducted by the County. The County may refuse access to any Trinity employee for safety, security, and good order of the Facility, and will not be held liable for any liabilities arising from such action.

7.2. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all application rules and regulations concerning conduct on the Correctional Facility that the County imposes upon the County's employees and agents.

7.3. The Sheriff possesses the sole discretion to deny any person access to the Facility where the Sheriff determines that person to be a threat to the safety and/or security of the Facility. The County reserves the right to observe Trinity's operations and inspect the kiosks and related areas at any time without notice to Trinity.

7.4. The Sheriff may issue temporary identification cards to Trinity's employees which they will be required to wear at all times while on Correctional Facility property. Cards will be returned to Correctional Facility central control and reissued to Trinity's employees each day.

7.5. The Sheriff will allow Trinity employees access to the kiosks and other hardware and software for maintenance, software upgrades, and inspections.

7.6. Trinity's software must be equipped with appropriate security settings to manage financial and personal information.

7.7. Trinity shall also have in place disaster recovery of information entered into the commissary system, either by scheduled backup to local media such as to a local hard drive, local zip disk, network drive, or a facility tape drive, or to off-site backup to a secure website or corporate data center. In the event of system failure, Trinity shall first attempt to restore the data on the machine that failed. If not possible, Trinity will restore the last backup to a service replacement system and ship the replacement to the site on the business day following the data restoration.

8. INFORMATION TECHNOLOGY SECURITY

8.1. In connection with the Services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances.

8.2. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the Services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data.

8.3. If any additional services and costs are needed in order for Non-County Systems to interface with or connect to County Systems, Trinity agrees to incur such expenses involved. Trinity will pay the cost of the initial integration with the software systems.

8.4. Each Party shall indemnify, defend and hold harmless the other Party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying Party's failure to comply with its obligations in this Section.

9. RECORD RETENTION

All records shall be kept on file by Trinity for a period of ten (10) years after final payment. The County may audit records relating to expenses for Services provided by Trinity pursuant to this Agreement at any time during the Term of this Agreement and through and including twelve (12) months following the expiration or termination of this Agreement. Trinity shall, upon reasonable notice, give the County or the County's authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly related to the financial arrangements relating to this Agreement. The cost of such inspection, examination, and audit will be at the sole expense of the County and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 16 herein.

10. INDEPENDENT CONTRACTORS

10.1. Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of the County, and employees of the County are not, nor shall they be deemed to be, employees of Trinity, for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. Trinity covenants and agrees that it will conduct itself in accordance with such status as an independent contractor.

10.2. Trinity and its employees and agents shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training.

10.3. Trinity's employees and agents are not and shall not be employees of the County, and the County shall have no obligation to provide Trinity's employees and agents with any salary or benefits. Trinity shall be solely responsible and shall remain liable for the performance of the Services by their employees and agents in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State or Local Laws and Regulations. Trinity shall expressly advise its employees and agents of the terms of this Agreement.

10.4. Trinity warrants and represents that it is in the business of offering the same or similar Services detailed herein, and does offer the same or similar Services to other entities as a regular course of business.

10.5. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies County from any liability for such obligation. Trinity agrees to comply with applicable Federal, State, and Local

Laws and Regulations pertaining to wages and hours of employment. Trinity shall submit to the Oneida County Purchasing Department, 800 Park Avenue, Utica, NY 13501 within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by the NYS Consolidated Law, Department of Labor, Article 8 Sec. 220-3-a, subscribed and affirmed as true under the penalties of perjury as long as this contract is in place.

10.6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges Trinity's Independent Contractor status, it is agreed that both the County and Trinity shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

10.7. Trinity agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

11. INDEMNIFICATION

Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, directors, members, agents, employees, contractors, and other representatives (each, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees arising out of or in connection with the exercise by a Party or any of a Party's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of this Section shall survive the expiration or termination of this Agreement.

Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the Indemnifying Party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement, and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions of Section 15 herein.

12. INSURANCE

Trinity shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

12.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than $1,000,000 each occurrence and $2,000,000 Annual Aggregate.

a) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
b) Abuse and Molestation coverage must be included.
c) Oneida County and all other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

12.2. Workers Compensation and Employers Liability
a) Statutory limits apply.

12.3. Automobile Liability
a) Business Auto Liability with limits of at least $1,000,000 each accident.
b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
c) Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

12.4. Commercial Umbrella
a) Umbrella limits must be at least $3,000,000.
b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

12.5. County shall obtain and maintain insurance for the operation of the Correctional Facility, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

12.6. Certificates of Insurance for such coverages shall be provided by each Party to the other Party, naming the applicable Party as an additional insured as respects such coverage prior to the commencement this Agreement.

13. WAIVER OF SUBROGATION

Trinity waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

14. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any

governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

15. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to County: Oneida County Law Department (10th Floor)
800 Park Avenue
Utica, NY 13501

With a copy to: Oneida County Sheriff's Office
Sheriff Robert M. Maciol
6065 Judd Road
Oriskany, NY 13424

If to Trinity: TKC
Attn: Alex Lee
1260 Andes Boulevard
Olivette, MO 63132

With a copy to: Keefe Commissary Network
10880 Lin Page Place
St. Louis, MO 63132

16. CONFIDENTIALITY

In the course performing this Agreement, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, County security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, except that the Parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the

time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned by the Party to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

17. SIGNATURES

Agreement to and acceptance of this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both Parties hereto.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

19. SERVICE OF PROCESS

Trinity expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient. Trinity expressly consents to personal jurisdiction in New York State.

20. DISPUTE RESOLUTION

Any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the Parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both Parties, may be submitted in accordance with Section 18 above.

21. ASSIGNMENT

In accordance with Section 109 of the General Municipal Law, this Agreement may not be assigned by Trinity or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. Trinity may, however, assign its right to receive payments without the County's prior written consent unless this Agreement concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

22. ENTIRE AGREEMENT AND WAIVER

22.1. The terms of this Agreement, including any exhibits, schedules, attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Inmate Commissary Services), Exhibit B (Kiosk Features), Exhibit C (Pricing and Product Listing), Exhibit D (General Costs and Fees for Equipment), and Exhibit E (Standard Contract Clauses Addendum).

22.2. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by the terms and conditions of this Agreement and accompanying Exhibits, as of the day and year first above written.

Oneida County

By: _____

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: 1/23/18

Trinity Services Group, Inc.

By: _____

Printed Name: John Puricelli

Title: Executive Vice President

Date: 12/8/17

Approved

_____
Alison Stanulevich, Esq.
Assistant County Attorney

EXHIBIT A

Inmate Commissary Services

I. Kiosk System:

1. Trinity shall provide a minimum of ten (10) housing-type wall-mounted inmate order entry kiosks with color touch screens, one (1) portable inmate tablet, one (1) lobby kiosk, and one (1) booking kiosk, all of which must be fully integrated with Black Creek Jail Management Software. At the time of this Agreement, all kiosks are already installed in the Correctional Facility. In addition to the kiosks and tablet, Trinity shall provide Canteen Manager Banking Software, in-house tech team support, a 24/7/365 tech support hot line, and comprehensive configuration, setup and training.

a. The kiosks functionality shall include: i) commissary order entry, ii) account history, iii) appointment request features, iv) grievance/medical and other authorized requests, v) inmate calendar views, vi) ability to post facility information, vii) secure email to family/friends (with restrictions as requested by the Correctional Facility), viii) MP3 player program views, ix) ability to sync with MP3 player, and x) upgradable to video visitation software and cameras.

b. Trinity shall provide an inmate banking system to facilitate the tracking of inmate funds, inmate locations within the facility, check-writing, and bank reconciliation in addition to the ordering services. All debit and credit transaction information shall be displayed to the inmate for the life of their account. Trinity shall supply any necessary financial reports from their software as requested by the County.

c. One (1) lobby kiosk must accept cash and credit/debit cards and possess automated deposit services. One (1) kiosk must accept cash and coins.

2. Trinity shall be responsible for all wiring, maintenance, and software upgrades of these kiosks. These kiosks shall be rugged enough to withstand the Correctional Facility environment and be secure enough to prevent unnecessary access. There shall be no hard drives in any housing unit kiosks.

3. The portable inmate tablet will be used in the areas where inmate movement is restricted. This device must have all of the standard commissary ordering capabilities including checking inmate balance, purchase history, selection of items for purchase, enforcement of restrictions, etc. This device must be rugged enough to withstand the Correctional Facility environment and secure to prevent unnecessary access.

4. Trinity shall also provide paper order forms, at Trinity's expense, to allow inmates housed in linear units, without access to kiosks, the opportunity to place commissary orders. Paper orders will be hand-processed by the County with equipment supplied by Trinity, at no cost to the County.

5. The software used for ordering must successfully integrate with Black Creek Jail Management Software. Trinity will install, update, and perform periodic maintenance to their equipment and software at no cost to the County.

6. Trinity shall perform all necessary cleaning of any commissary equipment, including kiosks and tablets, preparation areas, and floors in the storage and preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

7. All information entered into the kiosks and tablets into Trinity's software during the Term of this Agreement shall be the property of the County. Upon completion of this Agreement, Trinity will provide, in comma delimited format, and at County's approval, all inmate and Facility information.

8. The commissary ordering system must allow for restrictions on inmate orders of at least:

Type of Restriction	Description	Scope
Quantity per order	Any item may be restricted to any quantity	Per inmate, per order
Quantity per time span	In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.	Per inmate, per item, per time span
Orders per time span	Any inmate may be restricted from placing any number of commissary orders over any time span in days.	Per inmate, per time span
Disallowed item	Any item may be restricted entirely from a given inmate	Per inmate, per item
Category quantity restriction	Any inmate may be restricted to a given quantity of a collection of related items	1 per inmate, per category
Category age restriction	Any inmate may be completely restricted from ordering a class of items on account of age	Per inmate, per category
Spending limit restriction	Any inmate may be restricted to a maximum dollar amount	Per inmate, per order
Spending limit override	Any inmate may be granted a spending limit override to order a given item	Per inmate, per item
Restriction grid by housing location, gender, and/or age	Entire restriction grids including combinations of any of the above restrictions can be applied automatically during the order process based upon an inmate's location in the facility, gender, or age	Per inmate, per grid

II. Commissary Ordering Process:

1. Inmates will place orders using the ASK (Administrative Services Kiosk) Inmate Kiosk System, developed by Trinity for correctional facilities. The inmates may place their orders using a wall mounted kiosk, mobile kiosk, or tablet.

2. Inmates will have weekly dollar limitations set by the County. The weekly spending limit will not include agreed-upon special purchases such as, but not limited to, electronics, clothing, sneakers, etc. Said items will be decided upon by the County on an item-by item basis. Trinity will allow inmate orders and provide commissary delivery not less than twice per week.

3. If inmates have insufficient funds to cover the cost of the entire order, Trinity must provide a system for the inmate's ordered items to be processed in a prioritized manner, identifying items

that may be attained by the inmate with the limited funds. Items exceeding the inmate's available funds must be listed at the bottom of the inmates' receipt. Once the inmate's available funds are exhausted, additional items will not be processed.

4. Inmates shall be allowed to return a product if it is damaged on receipt for a credit. Credits will be processed after the initial delivery is complete.

5. Complaints shall be directed to the Trinity manager who will investigate, assess, and assign responsibility for resolution. Complaints will be responded to within 24 hours. All complaints will be tracked, documented, and maintained in records.

iii. Trinity Fulfillment of Orders:

1. Inmate Commissary orders will be fulfilled from Trinity's Syracuse, NY Distribution Center located at 7196 Morgan Road, Liverpool, NY 13090.

2. Orders are picked using a pick list/invoice in accordance with Trinity's procedure for completing orders. Each order will contain a two-copy receipt that includes the inmate's name, jail number, facility, and cell location, delivery date, item description and quantity, item price, sales tax, and total cost, inmate's account balance (both before and after the sale), and any items removed from the order (with the reason for removal).

3. Invoices may also be marked with information that needs to be shared with inmates, such as menu changes, holiday item availability, and other commissary related data.

4. The first in, first out system is used for all products, and Trinity shall not sell any item that is beyond its "Best by" date or is damaged in any way.

5. All products shall be ordered from established and approved suppliers. Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. The County does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of the County's Obligations.

6. Trinity's Production Manager shall check each order to ensure that all ordered products have arrived and that all packaging is secure and intact in efforts to prevent contraband from entering the Correctional Facility.

7. Trinity will download inmate orders and pack the orders individually in a clear, plastic, heat-sealed perforated bag. Trinity shall place these bags in cardboard boxes by housing location and prepare them for delivery to inmates. Trinity shall deliver the orders in a company-marked vehicle with a uniformed Trinity driver. These trucks will be admitted to receiving areas in secured areas only by the request of Trinity and under the supervision of Correctional Facility Staff. Trinity will immediately load or unload trucks and remove them from secured areas. Delivery hours shall be from 7:30 am to 2:00pm Monday through Friday only. Correctional Facility staff will deliver orders to individual inmates in the Correctional Facility.

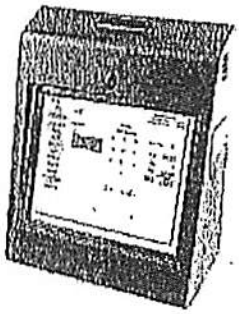
8. In the event of a nature related emergency or disaster situation that prevents normal service functionality, Trinity shall procure items from other warehouses, abiding by the same policies and procedures, to support Services at the Correctional Facility. Trinity staff may also be transferred from other Trinity locations in the event of an emergency.

EXHIBIT B

Kiosk Features

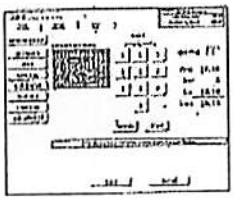
Kiosk Technology Solutions

"ASK" Inmate Kiosk



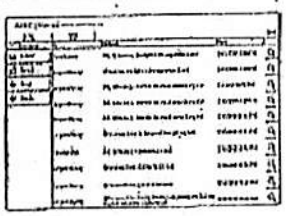
Easy Order Entry -

- Secure Inmate validation with ID/PIN combination, scan wristband or fingerprint validation.
- Shopping cart makes it easy to select items.
- Simple touch screen menu allows Inmate to add, edit, delete items from order.
- Product pictures to easily see items being entered.
- Inmate available balance is always displayed.
- Inmate level restrictions prevent purchase of unauthorized items.



Grievance Tracker -

- A flexible messaging format makes it easy to see grievance messages and associated officer responses.
- Message Management Module gives officers control to approve/deny Inmates access to grievance function and respond to grievances
- A complete history of each grievance is maintained and easily viewed including full text, date and time.



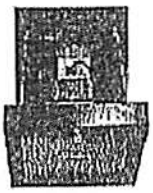
Inmate Handbook -

- Integrate complete Inmate Handbook on the ASK kiosk.
- Simple to follow chapter-by-chapter menu buttons.
- Clear text displays simple page navigation, easy to follow.
- Both English and Spanish options

Request Module -

- Medical requests, religious service and custom requests are entered by Inmates and efficiently tracked by staff.
- Request module and Grievance module share the same "messaging" format to simplify message management.
- Management module tracks history and age of each request.

A Look Inside -



- 14 gauge custom steel enclosure
- Thin client technology
- Zero moving parts
- Scanner or fingerprint reader
- 17" screen designed for high threat environments
- Secure locking system

Turnkey Solutions -

Trinity specializes in creating Interfaces with JMS and banking systems. Trinity can provide a robust banking system or we can work with your technical team to integrate ASK with your own banking program.

Zero Downtime -

Trinity's goal is 100% reliability in the field. No system is perfect, but that does not stop us from trying! The ASK kiosks are built with the highest quality components and thin client technology.

TRINITY SERVICES GROUP

EXHIBIT C

Pricing and Product Listing

1. Products and pricing shall be determined by the Correctional Facility's designated Trinity representative, and agreed to by the County. All products shall meet the standards for correctional facility sales. All products intended to be sold to inmates must be submitted to the County for inspection and approval prior to sale for safety and security purposes. Glass containers, tobacco products, and product with alcohol shall never be sold.

2. Pricing of commissary items shall be consistent with pricing at convenience stores in Oneida County. Listed prices of commissary items shall be guaranteed for the first year of the contract. Any price increases must be agreed upon by a designated representative of the County and said increase shall take effect and be implemented annually on each contract anniversary date.

3. The County reserves the right to add, eliminate, or restrict products on the Commissary Master List. Products include items such as food, hygiene products, electronics, music, and clothing. Trinity must also provide "correctional safe pens" and "anti-shank toothbrushes."

4. If costs increase due to causes beyond Trinity's control, including, but not limited to a change in the scope of Services, merchandise changes requested by the County, a decrease in inmate population, efforts to organize labor, or changes in Federal, State, or Local standards or regulations, Trinity may request an adjustment of its prices to reflect the impact of the change of circumstances, which is to be agreed on by the Parties.

5. If Trinity believes a price change is required, Trinity shall submit written notice to the County not less than ten (10) calendar days prior to the date the change will be implemented.

6. Commissary Master List:

Price and Product Listing

ITEM #	ITEM DESCRIPTION	CATEGORY	PRICE
21676	ION3 BATTERY AAA	BATTERIES	$0.05
21675	ION3 BATTERY AA	BATTERIES	$0.05
6300	KELLOGGS POP TARTS S'MORES 3.07 OZ	BREAKFAST	$1.15
10547	KELLOGGS POP TARTS S'RAWBERRY 2PK	BREAKFAST	$1.19
5654	MALT O MEAL CEREAL RAISIN BRAN 1.25 OZ	BREAKFAST	$0.80
5667	MALT O MEAL CEREAL FROSTED FLAKES 1 OZ	BREAKFAST	$0.40
5669	MALT O MEAL CEREAL TOOTIE FRUITIES .75 OZ	BREAKFAST	$0.30
60000495	GOLDEN VALLEY BAGEL PLAIN 4 OZ	BREAKFAST	$1.00
60000498	GOLDEN VALLEY BAGEL CINNAMON RAISIN 4 OZ	BREAKFAST	$1.00
60003409	QUAKER INST OATMEAL MAPLE & BROWN SUGAR 1.01 OZ SS	BREAKFAST	$0.55
60003469	QUAKER INST OATMEAL ORIGINAL .99 OZ SS	BREAKFAST	$0.55
2595	CACTUS ANNIES CHEESE JALAPENO 2 OZ	CHEESE	$1.78
2608	CACTUS ANNIES CHEESE CHEDDAR 2 OZ	CHEESE	$2.00
10811	MADE W/PHILLY CREAM CHEESE W/JALAPENOS 2 OZ	CHEESE	$2.00
2131	CITY COW CHEESE BAR PROVOLONE 4 OZ	CHEESE	$2.50
170	CITY COW CHEESE BAR HOT PEPPER 4 OZ	CHEESE	$2.50
5168003009	JAM SHORTS NO POCKET NO STRING MEDIUM 9 IN INSEAM,EA NAVY	CLOTHING	$10.99
5168004009	JAM SHORTS NO POCKET NO STRING LARGE 9 IN INSEAM EA NAVY	CLOTHING	$15.99
5168005009	JAM SHORTS NO POCKET NO STRING XL 9 IN INSEAM EA NAVY	CLOTHING	$16.99
5168006009	JAM SHORTS NO POCKET NO STRING 2XL 9 IN INSEAM EA NAVY	CLOTHING	$19.99
5168007009	JAM SHORTS NO POCKET NO STRING 3XL 9 IN INSEAM EA NAVY	CLOTHING	$16.99
5168008009	JAM SHORTS NO POCKET NO STRING 4XL 9 IN INSEAM EA NAVY	CLOTHING	$16.99
5168009009	JAM SHORTS NO POCKET NO STRING 5XL 9 IN INSEAM EA NAVY	CLOTHING	$19.99
5160103001	ANDREW SCOTT SHIRT CREWNECK MEDIUM EA WHITE MENS	CLOTHING	$3.05
5160104001	ANDREW SCOTT SHIRT CREWNECK LARGE EA WHITE MENS	CLOTHING	$3.00
5160105001	ANDREW SCOTT SHIRT CREWNECK XL EA WHITE MENS	CLOTHING	$3.05
5160106001	ANDREW SCOTT SHIRT CREWNECK 2 XL EA WHITE MENS	CLOTHING	$5.50
5160107001	ANDREW SCOTT SHIRT CREWNECK 3 XL EA WHITE MENS	CLOTHING	$6.50
5160303001	ANDREW SCOTT BRIEF MEDIUM EA WHITE MENS	CLOTHING	$3.00
5160304001	ANDREW SCOTT BRIEF LARGE EA WHITE MENS	CLOTHING	$3.00
5160305001	ANDREW SCOTT BRIEF X-LARGE EA WHITE MENS	CLOTHING	$3.00
5160306001	ANDREW SCOTT BRIEF 2X-LARGE EA WHITE MENS	CLOTHING	$4.25
5160307001	ANDREW SCOTT BRIEF 3X-LARGE EA WHITE MENS	CLOTHING	$4.25
5060501001	SOFT TOUCH SOCKS TUBE EA WHITE	CLOTHING	$1.50
5054303099	INDERA MILLS SHIRT THERMAL MEDIUM BULK PKED NATURAL	CLOTHING	$5.55
5054304099	INDERA MILLS SHIRT THERMAL LARGE BULK PKED NATURAL	CLOTHING	$5.05
5054305099	INDERA MILLS SHIRT THERMAL XL BULK PKED NATURAL	CLOTHING	$5.05
5054306099	INDERA MILLS SHIRT THERMAL 2 XL BULK PKED NATURAL	CLOTHING	$5.25
5054307099	INDERA MILLS SHIRT THERMAL 3 XL BULK PKED NATURAL	CLOTHING	$0.25
5060100099	INDERA MILLS DRAWERS THERMAL 4 XL BULK PKD EA NATURAL	CLOTHING	$0.25
5054103099	INDERA MILLS DRAWERS THERMAL MEDIUM BULK PKED NATURAL	CLOTHING	$0.95
5054104099	INDERA MILLS DRAWERS THERMAL LARGE BULK PKED NATURAL	CLOTHING	$0.95
5054105099	INDERA MILLS DRAWERS THERMAL XL BULK PKED NATURAL	CLOTHING	$5.95
5054106099	INDERA MILLS DRAWERS THERMAL 2 XL BULK PKED NATURAL	CLOTHING	$5.25
5054107099	INDERA MILLS DRAWERS THERMAL 3XL BULK PKED NATURAL	CLOTHING	$5.25
5060503002	GILDAN SWEATSHIRT CREWNECK MEDIUM FLEECE EA ASH MENS	CLOTHING	$12.99
5060504002	GILDAN SWEATSHIRT CREWNECK LARGE FLEECE EA ASH MENS	CLOTHING	$12.09
5060505002	GILDAN SWEATSHIRT CREWNECK XL FLEECE EA ASH	CLOTHING	$12.50
5060506002	GILDAN SWEATSHIRT CREWNECK 2XL FLEECE EA ASH	CLOTHING	$16.00

ITEM #	ITEM DESCRIPTION	CATEGORY	PRICE
5060007002	GILDAN SWEATSHIRT CREWNECK 3XL EA ASH	CLOTHING	$10.90
5060403002	GILDAN SWEATPANT NO POCKET MEDIUM FLEECE EA ASH	CLOTHING	$12.99
5060404002	GILDAN SWEATPANT NO POCKET LARGE FLEECE EA ASH	CLOTHING	$12.99
5060405002	GILDAN SWEATPANT NO POCKET XL FLEECE EA ASH	CLOTHING	$12.99
5060406002	GILDAN SWEATPANT NO POCKET 2 XL FLEECE EA ASH	CLOTHING	$13.00
5060407002	GEN SWEATPANT NO POCKET 3 XL FLEECE EA GRAY	CLOTHING	$18.99
5045702001	MANHATTAN HOSIERY SPORTS BRA SMALL SZ 32 EA WHITE WOMENS	CLOTHING	$4.95
5045703001	MANHATTAN HOSIERY SPORTS BRA MEDIUM SZ 34 EA WHITE WOMENS	CLOTHING	$4.95
5045704001	MANHATTAN HOSIERY SPORTS BRA LARGE SZ 36 EA WHITE WOMENS	CLOTHING	$4.95
5045706001	MANHATTAN HOSIERY SPORTS BRA XL SZ 38 EA WHITE WOMENS	CLOTHING	$4.95
5069106001	HANES BRIEF SZ 6 3 PK WHITE WOMENS	CLOTHING	$3.00
5069108001	HANES BRIEF SZ 8 3 PK WHITE WOMENS	CLOTHING	$3.00
5069110001	HANES BRIEF SZ 10 3 PK WHITE WOMENS	CLOTHING	$3.00
5069111001	HANES BRIEF SZ 11 3 PK WHITE WOMENS	CLOTHING	$3.00
5069112001	HANES BRIEF SZ 12 3 PK WHITE WOMENS	CLOTHING	$3.00
5018703001	GILDAN BOXER COTTON MEDIUM WHITE MENS	CLOTHING	$3.65
5018704001	GILDAN BOXER LARGE 4EA/PK WHITE	CLOTHING	$3.65
5018705001	GILDAN BOXER XL 4EA/PK WHITE	CLOTHING	$3.65
5018706001	GILDAN BOXER 2 XL 3EA/PK WHITE	CLOTHING	$3.65
5041607001	PLAYERS BOXER 3 XL 2 PK WHITE MENS	CLOTHING	$4.24
5045706001	MANHATTAN HOSIERY SPORTS BRA 2XL SZ 40 EA WHITE WOMENS	CLOTHING	$6.25
5045707001	MANHATTAN HOSIERY SPORTS BRA 3XL SZ 42 EA WHITE WOMENS	CLOTHING	$6.25
60002110	KEEFE COFFEE INSTANT 4.8 OZ POUCH	COFFEE	$4.35
235	KEEFE FREEZE DRIED COFFEE SS .053 OZ PKT	COFFEE	$0.40
4452	NESCAFE TASTERS CHOICE COFFEE DECAF STICK 1.7 G	COFFEE	$0.50
005	KEEFE DRINK MIX FRENCH VANILLA CAPPUCCINO .81 OZ	COFFEE CONDIMENTS	$0.65
20	NON- DAIRY CREAMER 8 OZ CLEAN DISPOSABLE	COFFEE CONDIMENTS	$7.25
380	COFFEEMATE LIQUID CREAMER HAZELNUT .38 OZ	COFFEE CONDIMENTS	$0.25
360	COFFEEMATE LIQUID CREAMER IRISH CREAM .38 OZ	COFFEE CONDIMENTS	$0.26
7680	COFFEEMATE LIQUID CREAMER ORIGINAL .38 OZ	COFFEE CONDIMENTS	$0.26
6510	SQUEEZUM MAYONNAISE REGULAR	CONDIMENTS	$0.35
6513	SQUEEZUM MUSTARD REGULAR 4.5 G 12EA/ST	CONDIMENTS	$0.72
6514	SQUEEZUM KETCHUP REGULAR 9 G 12EA/ST	CONDIMENTS	$0.84
6517	SQUEEZUM HOT SAUCE	CONDIMENTS	$0.19
60003250	KEEFE KITCHENS TOMATO SAUCE 16.5 OZ	CONDIMENTS	$3.50
60003251	KEEFE KITCHENS TOMATO PASTE 6 OZ	CONDIMENTS	$1.80
6922	SQUEEZUM HONEY SWEET 9 G 10 CT	CONDIMENTS	$2.25
4787	SQUEEZUM JELLY GRAPE 1 OZ	CONDIMENTS	$0.40
4535	KRAFT SALAD DRESSING RANCH 1.5 OZ	CONDIMENTS	$0.85
20272	AMERICAN COMB SOAP DISH HINGED	CONVENIENCE	$0.79
20276	BECKER GLOVE TOOTHBRUSH HOLDER 2 PIECE	CONVENIENCE	$0.75
20540	WAVE ENFORCER WAVE CAP PLASTIC BLACK	CONVENIENCE	$3.25
20291	CRAWFORD MIRROR ACRYLIC NO MAGNET	CONVENIENCE	$2.20
20680	CEREAL BOWL W/LID 24 OZ	CONVENIENCE	$1.35
60002100	COFFEE CUP W/ HANDLE 12 OZ	CONVENIENCE	$1.35
21610	TUMBLER W/LID 22 OZ	CONVENIENCE	$1.10
20577	SUBURBAN INDUSTRIAL SPOON ALL PURPOSE 5.87 IN	CONVENIENCE	$0.69
001440	COOL-OFF DRINK MIX SF ORANGE - SS	DRINK MIX	$0.20
001441	COOL-OFF DRINK MIX SF TEA - SS	DRINK MIX	$0.20
001442	COOL-OFF DRINK MIX SF FRUIT PUNCH - SS	DRINK MIX	$0.20

ITEM #	ITEM DESCRIPTION	CATEGORY	PRICE
961444	COOL- OFF DRINK MIX SF LEMONADE - SS	DRINK MIX	$0.20
7040	TANG INST BREAKFAST DRINK 9 OZ	DRINK MIX	$2.50
71940	NESTEA TEA TEA W/LEMON & SUGAR 5.5 OZ	DRINK MIX	$2.50
7044	CITY TIME DRINK MIX LEMONADE 9 OZ	DRINK MIX	$2.50
7043	KOOL AID DRINK MIX GRAPE 6 OZ	DRINK MIX	$2.50
7041	KOOL AID DRINK MIX TROPICAL PUNCH 6 OZ	DRINK MIX	$2.50
7042	KOOL AID DRINK MIX CHERRY 6 OZ	DRINK MIX	$2.50
5034	SEVILLA SAZON 1.5 OZ	DRINK MIX	$1.40
114	KEEFE HOT COCOA 55 .8 OZ SNV PK	DRINKS	$0.50
80002049	NIAGARA PURIFIED BOTTLED WATER 16.9 OZ	DRINKS	$1.00
5196501099	GPX EARBUD GPX CLEAR EARBUDS	ELECTRONICS	$3.50
5054601099	GPX WALKMAN N202ECLR EA CLEAR	ELECTRONICS	$19.00
5100901009	SONY WALKMAN SRF39FP W/CLEAR EARBUDS EA CLEAR	ELECTRONICS	$31.00
24051	SCENTED OIL FRANKINCENSE 1 OZ (FOR SYRACUSE ONLY)	FAITH BASED ITEMS	$7.00
0701001004	CRESCENT DAPORTS BEADS PRAYER 40 BEAD CT THINR EA BLACK (FOR SYRACUSE ONLY)	FAITH BASED ITEMS	$11.95
2211	PRAYER RUG	FAITH BASED ITEMS	$22.95
2143	KUFI	FAITH BASED ITEMS	$8.95
8706301093	AMERICAN BIBLE SOCIETY BIBLE SPANISH DEINA	FAITH BASED ITEMS	$11.50
8706401009	QU'RAN	FAITH BASED ITEMS	$27.95
80000480	MASSENGILL DOUCHE VINEGAR WATER 4.5 OZ 2 PK	FEMININE CARE	$3.05
21099	PLAYTEX TAMPON UNSCENT RED GENTLE GLIDE 20 CT	FEMININE CARE	$0.60
22002	CRAWFORD FLIP FLOP CROSS STRAP SMALL	FOOT CARE	$1.60
22003	CRAWFORD FLIP FLOP CROSS STRAP MEDIUM	FOOT CARE	$1.60
22804	CRAWFORD FLIP FLOP CROSS STRAP LARGE	FOOT CARE	$1.60
20265	CRAWFORD SHOWER SHOE DELUXE MEDIUM SZ 8	FOOT CARE	$4.00
22615	CRAWFORD FLIP FLOP CROSS STRAP XL	FOOT CARE	$1.00
20268	CRAWFORD SHOWER SHOE DELUXE SMALL SZ 7	FOOT CARE	$4.50
20266	CRAWFORD SHOWER SHOE DELUXE LARGE SZ 9	FOOT CARE	$4.50
20287	CRAWFORD SHOWER SHOE DELUXE XL SZ 10	FOOT CARE	$4.50
20269	CRAWFORD SHOWER SHOE DELUXE 2XL SZ 11	FOOT CARE	$4.50
5300303000	KAPPA BOOKS PUZZLE BOOK WORDFIND ASSORTMENT	GAMES	$2.85
5300302000	KAPPA BOOKS BOOK CROSSWORD PUZZLE	GAMES	$2.85
20211	AVIATOR PLAYING CARDS POKER	GAMES	$2.35
24871	EFFECTIVE PLAYING CARDS PLAYING CARDS NY COLD CS	GAMES	$2.35
20215	AVIATOR PLAYING CARDS PINOCHLE	GAMES	$2.35
20524	PRESSMAN TOY DOMINOES DBL 6 WOODEN	GAMES	$3.75
0000102099	READING GLASSES POLYCARBONATE LENSE 1.25 DIOPTER DEMI/TORTOISE	GLASSES	$3.95
0000809000	READING GLASSES POLYCARBONATE LENSE 2.0 DIOPTER DEMI/TORTOISE	GLASSES	$3.95
0000809090	READING GLASSES POLYCARBONATE LENSE 3.0 DIOPTER DEMI/TORTOISE	GLASSES	$3.95
21005	FRIENDSHIP CARD-GALLANT KIT W/STAMP	GREETING CARDS	$2.52
21080	BIRTHDAY CARD-GALLANT KIT W/STAMP	GREETING CARDS	$2.52
21087	JUVENILE CARD-GALLANT KIT W/STAMP	GREETING CARDS	$2.52
21090	THANK YOU CARD-GALLANT KIT W/STAMP	GREETING CARDS	$2.52
00000104	GALLANT SEASONAL GREETING CARD	GREETING CARDS	$1.50
20024	20024 - CRAWFORD SHAMPOO BALSAM & PROTEIN 4 OZ CLEAR BOTTLE	HAIR CARE	$1.45
20025	20025 - CRAWFORD CONDITIONER BALSAM & PROTEIN 4 OZ CLEAR BOTTLE	HAIR CARE	$1.45
60000141	ALBERTO VOS SHAMPOO EXTRA BODY 12.5 OZ	HAIR CARE	$3.50
60000100	ALBERTO VOS CONDITIONER EXTRA BODY 12.5 OZ	HAIR CARE	$3.50
22681	DARK & LOVELY RELAXER KIT MOIST SEAL SHEA BUTTER	HAIR CARE	$9.50
22962	SOFTEE HAIR FOOD W/ANT E 5 OZ CLEAR JAR	HAIR CARE	$2.28

EXHIBIT D

General Costs and Fees for Equipment

GENERAL COSTS AND FEES:

Description	Amount
Kiosk--Cost	no cost to Oneida County
Kiosk--Installation	no cost to Oneida County
Kiosk--Maintenance	no cost to Oneida County
Kiosk—Miscellaneous Costs	no cost to Oneida County
Tablet—Cost	no cost to Oneida County
Tablet--Maintenance	no cost to Oneida County
Tablet—Miscellaneous Costs	no cost to Oneida County
Computer Terminals—Cost	no cost to Oneida County
Computer Terminals—Software	no cost to Oneida County
Computer Terminals—Maintenance	no cost to Oneida County
Printers—Cost	no cost to Oneida County
Printers—Maintenance	no cost to Oneida County
Printers—Miscellaneous Costs	no cost to Oneida County
Supplies	no cost to Oneida County
Operating Costs (fuel, maintenance, mileage)	no cost to Oneida County
Other Expenses (training, membership)	no cost to Oneida County
Miscellaneous Costs or Expenses	no cost to Oneida County

EXHIBIT E

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County the Contractor.

WHEREAS, County and Contractor have entered into a contract pursuant to which the Contractor will provide Inmate Commissary Services at the Oneida County Correctional Facility (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The Parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **Executor or Non-Appropriation Clause.**

   a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

   a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug- Free Workplace Requirements.**

   a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

      1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of

congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity

(Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free

Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing an on-going drug-free awareness program to inform employees about:

      1. The dangers of drug abuse in the workplace;

      2. The Contractor's policy of maintaining a drug-free workplace;

      3. Any available drug counseling, rehabilitation, and employee assistance program; and

      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

   c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

      1. Abide by the terms of the statement; and

      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

   e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

   f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or
rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3. Place of Performance: Oneida County Correctional Facility..

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health
information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to

securely store, maintain, transmit, and access, protected health information electronically; and

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

2. Use appropriate safeguards to prevent the use or disclosure of protected health information other

than as provided for in this Contract;

3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to

perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending

or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. **Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. **Prohibition on Purchase of Tropical Hardwoods.**

a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications,

proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks.**

    a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

    b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit.**

    a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

    b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

Amendment to the Commissary Services Agreement with the Oneida County Sheriff's Office

THIS AMENDMENT for Tablet Implementation is made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 (the "County"), by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424 (the "OCSO" or "County"), and Trinity Services Group, Inc., with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 (the "Provider"). Collectively, the Provider, the County, and the Oneida County Sheriff's Office are referred to herein jointly as the "Parties".

WHEREAS, the County, the OCSO, and the Provider previously entered into a Commissary Services Agreement, County Contract No. 18603 (the "Original Agreement") executed as of the 23rd day of January, 2018, pursuant to which the Provider administers inmate commissary services for the OCSO; and

WHEREAS, Provider has identified a business, which as a subcontractor to Provider offers a tablet technology services solution for use by individuals confined in correctional facilities such as the OCSO, known as the Secure Inmate Tablet Program; and

WHEREAS, the OCSO desires to avail itself of the Secure Inmate Tablet Program services provided by this subcontractor for Provider; and

WHEREAS, the Original Agreement provides in part that no modification of the Original Agreement shall be valid unless in writing and signed by the duly authorized officers of the Parties.

NOW, THEREFORE, for and in consideration of the mutual benefits to be received by the Parties to this Amendment, the Parties agree as follows:

1. Provider will administer an additional service at the OCSO, known as and referred to herein as the Secure Inmate Tablet Program, under the terms of the Original Agreement.

2. The Secure Inmate Tablet Program is described in Schedule A which is attached hereto and by this reference made a part of this Amendment. Activation of the Secure Messaging, Video Visitation, and Entertainment services are required for all tablets. All other tablet services offered are available at the OCSO's option. OCSO will have authority to suspend required services on the tablet when deemed necessary without breach of this Amendment.

3. There will be no fee charged to or paid by the OCSO for participation in the Secure Inmate Tablet Program. Fees to inmates using the paid services on the tablet at a per-minute based rate shall be no more than $0.05, unless the OCSO approves a modification of the rate, which approval shall not be unreasonably withheld. Under this Secure Inmate Tablet Program, Provider will be allowed to run promotions and offer paid services at reduced rates.

4. Upon execution of this Amendment by the Parties, Provider will provide, through its subcontractor, the following: (i) technical assistance during the installation and initial use of the tablets, including the operational training for OCSO employees; (ii) manuals, instructions, and names of technical representatives available via telephone; (iii) a preliminary project plan, including the project team, installation timeline, recommended installation procedures, including as necessary any conversion from existing systems to the tablet system, and (iv) a project management plan which will include locations of service technicians, replacement equipment, and response times.

5. Provider guarantees that its subcontractor is duly licensed and has the qualifications, the specialized skills, the experience and the ability to properly perform the services. The subcontractor shall use the subcontractor's best efforts to perform the services such that the results are satisfactory to the County. The subcontractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same, and when installing the Secure Inmate Tablet Program at the OCSO.

The subcontractor is not and shall not be an employee of the County, and the County shall have no obligation to provide the subcontractors with any salary or benefits. The Provider shall be solely responsible and shall remain liable for the performance of the services by the subcontractor in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Provider shall expressly advise the subcontractor of the terms of this Amendment and the Original Agreement.

The Provider acknowledges and agrees that the Provider and its subcontractor have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

6. Upon signing of this Amendment, Provider will pay 10% (ten percent) of the total amount of all spending by inmates in the Secure Inmate Tablet Program to the OCSO.

7. This Amendment is effective when signed by the Parties and is otherwise subject to all the terms and conditions of the Original Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date set forth below.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

10/31/18
Date

For the Oneida County Sheriff's Office:

Robert M. Maciol
Oneida County Sheriff

10/29/18
Date

For Trinity Services Group, Inc.:

By: John Puricelli
Executive Vice President

10/29/18
Date

Approved:

Alison Stanulevich, Esq.
Assistant County Attorney

SCHEDULE A
DESCRIPTION OF SERVICES
SECURE INMATE TABLET PROGRAM

FEATURES

The following features are included on all tablets at no cost to the OCSO. The OCSO will have authority to suspend any services on the tablet when deemed necessary by the OCSO without breach of this Amendment:

Commissary Ordering: Tablets support the ability for inmates to place commissary orders electronically through the tablet, interfacing directly with the OCSO commissary, without involving correctional staff and time.

Video Visitation: A service whereby a detainee can take part in a visit with another party, in real-time, using the Secure Inmate Tablet.

Secure Messaging: To reduce mailroom volume, tablets will provide a messaging solution that allows inmates and approved contacts to exchange electronic typed messages. This solution will trigger alarms based on watchwords, allow text searches across messages, and permit OCSO staff to conduct speedy reviews of messages.

Entertainment: Inmate tablets will provide entertainment for inmates, including sports scores, music, non-violent games, and other inmate appropriate entertainment.

In addition, the following optional features are available on the tablet at no cost to the OCSO:

Digital Grievances: A complete digital inmate grievance and inmate request system, available to users of the inmate tablets. This system will allow the creation, publishing, and management of digital forms and allows submissions to be routed directly to specific individuals. The system will also support follow-up communication with the staff member who receives the submission.

Routing of Requests: Allows OCSO staff to control the routing of submitted digital requests and grievances to key staff.

Religious Content: Tablets will provide content to help meet the needs of inmates of diverse religious beliefs.

Educational Content: Tablets will have the capability of displaying current and/or future educational content:

Legal Research/Law Library: Tablets will have the capability to display Web/ HTML-based legal research/law library content in order to reduce inmate escorts to and from the law library. Tablets will support a variety of 3rd party law library systems in the event that the 3rd party

provider changes in the future. This integration will be provided at no cost to the OCSO or inmate. The OCSO will contract directly with the 3rd party law library for their services.

Photo Sharing: To reduce physical photographs being introduced into the facility, tablets will provide a photo sharing solution that allows approved contacts to share digital photos with inmates. Provider or its subcontractor will manually review each photo for nudity and offensive behavior before it may be seen by the inmate. Inmates may not take photos or share photos with their approved contacts.

Content Blocking: Tablets allow the OCSO to block specific content offerings either temporarily or permanently if the OCSO anticipates that the content will provide problems for their facility.

Inmate Self Improvement: Tablets provide content options for inmate self-improvement, including personal finance, employment, national news, and learning options.

No Cost: There is no additional cost to the OCSO for any features described herein.

NETWORK AND HARDWARE

Tablet Ownership & Maintenance: The tablets will be owned by Provider's subcontractor, who will also be responsible for all installation, maintenance, and ongoing support.

Prime Provider: Subcontractor will be the prime developer and provider of the inmate tablet solution and service.

No Cost to the County: All hardware and services are provided at no cost to the County.

Secure Wireless Network: Tablets will run over a secure wireless network, furnished by Provider, using a unique virtual private network (VPN) per tablet connection to ensure encrypted communications. Cellular network communication (such as Edge, LTE, 3G, 4G) is inherently insecure and will not be utilized.

An Independent Network: Tablets will utilize separate dedicated network for all tablet services.

Auditing/Reporting: Tablets will include a comprehensive inmate tablet reporting system. Inmate tablet usage (by inmate and by tablet) will be fully auditable, and data will be available to OCSO staff.

Full Access Control Software: Tablets will limit access to inmates currently in the same housing unit as the tablet itself.

Web Based Software: Tablets will provide Web-based access to tablet command and control capabilities, including, but not limited to, the ability to suspend an inmate or friend or family privileges for a set amount of time or until a specified date and time. Tablets will be compatible with Chrome, Safari, Firefox and Internet Explorer Web browsers, and will be accessible from both Microsoft Windows and Apple OS X platforms.

Access Control by Group and Individual: Tablet software will provide the ability for OCSO staff to block tablet access for specific inmates or groups for a predefined period of time in the event of a disciplinary event.

Security Layers: Tablet software will ensure that all networked traffic utilizes a proxy server and firewall configured to only allow approved addresses and content.

No Escalation of Privileges in the Event of Failure: Tablets will ensure that in the event of any component failure, the event will not be capable of granting escalated access privileges.

Newly Booked or Moved Individuals: Tablets will automatically allow access to newly booked inmates, or inmates who are moved between housing units, without staff involvement.

No Inmate-to-Inmate Communication: No inmate-to-inmate communication will be allowed through the tablets.

Oneida County Sheriff's Office Support: Service and technical support provided by subcontractor for all proposed products shall be available 24/7/365, will be answered by live operators, and will ensure any onsite technicians meet all of the OCSO security requirements and levels of approval.

PIN-based Login: A PIN based inmate login system is used to allow access to be customized to the inmate who is using the tablet.

Chain of Custody: Tablets will retain all submitted grievance and request forms and will not delete them. This submitted information will be searchable, sortable, and able to be filtered.

Trust Integration: Tablets will integrate with Provider's existing trust fund solutions, allowing inmates to pay for tablet use directly from their trust fund account.

24/7 Support for Facility Staff: Subcontractor will provide no cost 24/7 support for OCSO staff, allowing them to ask questions or make requests including reporting of broken equipment, lost passwords, and new staff user setup.

Wireless Charging: Tablets will not interface directly with live electrical current in inmate accessible areas. Tablets will utilize inductive chargers for increased safety and security.

Remote Updates: To minimize technician escorts to inmate living areas, routine tablet software updates will be performed remotely.

Complete Data Access: OCSO will have Web-based access to tablet information, including the ability to instantly review all tablet usage data, including by-inmate and by-tablet data, and summary data for all tablets. Any message exchange between inmates and approved contacts is reviewable and searchable by OCSO staff.

Data Ownership: All collected data, including tablet communication and usage data, is property of the OCSO and will be stored for the life of the Original Agreement and this Amendment, and any extensions.

No Staff Time Requirements: Tablets will not require OCSO staff time to operate and will not add responsibilities for any OCSO staff.

Number of Tablets: Provider's subcontractor will provide a minimum of one secure inmate tablet per twelve (12) inmates. If tablets in any living areas receive more than three (3) hours of sustained use per day, Provider will inform the OCSO and request permission to add additional tablets and charging stations at no cost to the OCSO.

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: June 3, 2020; 11:00 a.m.

LOCATION: VIA - teleconference

Roll Call:

County Executive: Present
Chairman of the Board: Present
Commissioner of Public Works: Present

Report of Officials: None

Motion to accept all items on the **June 3, 2020** Board of Acquisition and Contract Agenda: Mr. Laramie

Is there a second: Mr. Fiorini

All in favor say aye: 3
Opposed say nay: 0

1. Award Bid Reference No. 2085, Replacement of Structure C6-67A Empeyville Road over Cobb Brook in the Town of Florence, to Tioga Construction Co., Inc. of Herkimer NY (H2049402) as the lowest responsive bidder in the amount of $208,005.00. Upon recommendation of Deputy Commissioner, Division of Engineering and Mello Testa. H-498

2. Agreement between Oneida County and West Publishing Corporation for the use of their Westlaw legal research databases in the Correctional facility. This agreement provides inmates in the Correctional Facility access to West Proflex research databases on tablets already used in the Facility. This will ensure that inmates have access to legal research. This service is paid for 100% from inmate funds. There is no cost to the County. This contract will begin on August 1, 2020 and will continue for three years. There is a 5% increase in the monthly fee each year. The 1st year monthly charge is $428.14 ($5,137.68 for year 1). The 2nd year monthly charge is $449.55 ($5,394.60 for year 2). The 3rd year monthly charge is $472.03 ($5,664.33 for year 3). The total cost of the 3-year contract is $16,196.61. Upon recommendation of Sheriff Maciol and Mello Testa. A3152

3. Award Bid Reference No. 2091, Turf Products, to the following lowest responsible bidder:

<u>Andre & Sons Inc., 17150 State Route 706 in Montrose, PA 18801</u>

OC1	19-19-19	approximate analysis	Fertilizer	-$0.32 per pound
OC3	10-10-10	approximate analysis	Fertilizer	-$0.24 per pound
OC5	10-20-20	approximate analysis	Fertilizer	-$0.28 per pound
Fine Fescue – 2 varieties, minimum, must include creeping red				-$1.45 per pound
Perennial Ryegrass – 2 varieties minimum (Lolium perenne)				-$1.30 per pound
Annual Ryegrass – (Lolium multiflorum, commercial variety)				-$0.94 per pound
Clover – White preferred (trifolium repens, commercial variety)				-$3.35 per pound
Mulch with Mulch Anchorage–70% Wood Fiber, 30% Cellulose Fiber				-$14.75 per bale.

Upon recommendation of Christopher Burtch and Mello Testa.

4. Approval of Change Order #2 BRN 2049 with Ruston Paving in the amount of $3,240.00 on work for the OCCF parking lot repairs. The extra work for full depth repair was not designated in the original contract. It heaved during the winter and now requires additional repair. Original contract amount was $319,322.00 with the proposed amount to-date being $315,792.00. Upon recommendation of Deputy Commissioner, Division of Engineering. H-473

5. Approval of Credit Change Order #1 with H.T. Lyons (H19589PC01) in the amount of ($110,496.64) on the Building 100 Phase II Project at Griffiss International Airport. The reduction in materials and labor is not necessary to complete the project. Original contract amount was $2,674,000.00 with the proposed amount to-date being $2,563,503.36. Upon recommendation of Commissioner Lawrence. H-598

6. Agreement between Oneida County and Insight House Chemical Dependency Services, Inc. This Agreement provides a qualified Credentialed Alcohol Substance Abuse Counselor (CASAC) to provide assessment and referral services to Temporary Assistance applicants and recipients as required by regulation. The term of this Agreement runs from January 1, 2020 through September 30, 2020. The maximum cost of this Agreement will not exceed $29,336.00 and has no local cost. This service is in the process of transitioning to be a function provided by Department staff and is a mandated service. Upon recommendation of Colleen Fahy-Box and Mello Testa. 6012.4951

Motion to Adjourn: Mr. Laramie Second: Mr. Fiorini

Submitted by,

Mark E. Laramie, P.E., Secretary
Board of Acquisition and Contract

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: September 11, 2019; 10:00 a.m.
LOCATION: County Executive's Conference Room
PRESENT: Anthony J. Picente Jr., County Executive
Gerald J. Fiorini, Chairman, Board of Legislators
Dennis S. Davis, Secretary, Board of Acquisition and Contract

Roll Call: Chairman Fiorini, Commissioner Davis, County Executive Picente

Motion to accept previous meeting minutes: Mr. Fiorini Second: Mr. Davis
Communications: None
Public Speakers: None
Report of Officials: None
Resolutions: None

1. Approval of an agreement between Oneida County and Research & Marketing Strategies, Inc. in the amount of $13,800.00 that takes effect upon execution through December 31, 2019. This agreement is required through NYS Department of Health to conduct and submit a Community Health Assessment and Community Health Improvement Plan to provide focus group data to be included in the required reports. Upon recommendation of Phyllis Ellis and Mello Testa. 4010.195

Motion: Mr. Davis Second: Mr. Fiorini

2. Approval to extend a contract with LexisNexis which is set to expire on September 30, 2019. The agreement would be for inmate legal research at the Correctional Facility where inmates will be able to securely conduct legal research on the already existing kiosks in the Facility. The contract would now be from October 1, 2019 through September 30, 2021 with the fee for the license being $600 per month for a total of $14,400 over the course of two (2) years. It is paid for through funds in the inmate accounts. Upon recommendation of Sheriff Maciol and Mello Testa. 3152

Motion: Mr. Fiorini Second: Mr. Davis

3. Approval of Change Order #2 with Carrier Corporation for HVAC/Chiller maintenance for all County-owned Facilities. Griffiss International Airport has one unit that was not included in the original bid that needs to be added. Adding one new unit will cost an additional $1200.00 the first year and an additional $7,569.75 over the span of the total six year contract. Original contract amount was $666,364.67 with the proposed amount to-date being $679,611.72. Upon recommendation of Matthew Baisley.

Motion: Mr. Fiorini Second: Mr. Davis

4. Approval of an amendment to the Stop-DWI contract with David Tomidy. The original agreement is in effect from 5/23/19 through 9/30, 2019 at a rate of $30.00 per hour for a not to exceed amount of $$3,000.00. It has become apparent that Mr. Tomidy's services will exceed this amount for the contract term and we are asking that it be changed for a not-to-exceed amount of $4,000.00 for the term of this contract allowing him to continue to the end of his contract. Upon recommendation of Kevin Revere and Mello Testa. 3313.109

Motion: Mr. Davis Second: Mr. Fiorini

5. Amendment to the Minutes of August 28, 2019, Item #12, Award of Bid Reference 2058, Oneida County Correctional Facility Building Improvements, to award Base Bid only as there are insufficient funds at this time to award the alternates. Sahl's Glass & Glazing, Inc. for general construction for $99,525.00 and Pulver Roofing Corp. for $187,000.00. Upon recommendation of Mark E. Laramie, P.E. H-473

Motion: Mr. Fiorini Second: Mr. Davis

6. Approval of a contract between Oneida County and Cynthia A. DelPiano who is the current Deputy Clerk of the Board of Legislators. This agreement is for Ms. DelPiano to assist the Board of Legislators on a part-time basis as they search for a new Deputy Clerk. Once a new Deputy is hired, Ms. DelPiano will assist in the training for a maximum amount of $20,000.00. Upon recommendation of Amanda Lynn Cortese and Mello Testa.

Motion: Mr. Davis Second: Mr. Fiorini

7. Approval of Change Order #02-028 with Murnane Building Contractors (H1542702) in the amount of $38,909.00 for additional painting necessary to complete the MVCC Rome Campus Expansion Project and Final payment of $134,589.01. Original contract amount was $10,268,000.00 with the proposed final amount being $11,229,145.76. Upon recommendation of Mark E. Laramie, P.E. H-497

Motion: Mr. Fiorini Second: Mr. Davis

8. Approval of Change Order #1 with National Building & Restoration Corp. (H1847303) in the amount of $69,118.00 on the Comprehensive Building Improvement Phase 4 Project. This change order is for additional Labor and Materials to compete the County Office Building Sealant Replacement portion of the project and also provides for a temporary Handicap Accessible sidewalk to the County Office Building. Original contract amount was $1,348,000.00 with the proposed amount to-date being $1,417,118.00. Upon recommendation of Mark E. Laramie, P.E. H-473

Motion: Mr. Davis Second: Mr. Fiorini

9. Approval of final payment which includes retainage in the amount of $64,083.00 to Edgebrook Construction Co. Inc. (H1734501) on the REA Wing East End Renovations at Union Station Project that has successfully been completed. Original contract amount was $1,200,480.00 with the proposed final amount being $1,204,691.00. Upon recommendation of Mark E. Laramie, P.E. H-505

Motion: Mr. Fiorini Second: Mr. Davis

10. Approval of an agreement between Oneida County and The National Center for Missing and Exploited Children (NCMEC-MV) for collaboration between the NCMEC-MV and the Child Advocacy Center. The agreement facilitates collaboration between all the various agencies and the multidisciplinary tem involved in investigations of child abuse and missing/abducted children with the Child Advocacy providing office space and agency support while the NCMEC-MV will provide additional resources during joint investigations. Term will be from January 1, 2020 through December 31, 2010 in the amount of $5,000.00. Upon recommendation of Collen Fahy-Box and Mello Testa. A2703.00

Motion: Mr. Davis Second: Mr. Fiorini

11. Approval of an agreement with Roosevelt Patterson and Oneida County to provide assistance to the Director of the District Attorney's Offices Save Our Streets Program in the amount of $2,000 from July 1, 2019 through June 30, 2020. Mr. Patterson will be able to provide the office with insight and intelligence as to what may or may not be going on with particular gangs in an effort to prevent violence on the streets. Upon recommendation of District Attorney McNamara. 1165.495124

Motion: Mr. Fiorini Second: Mr. Davis

12. Approval of an agreement between Oneida County and Spartan Public Affairs, LLC to act as a liaison between the County and the federal government with particular emphasis on the Department of Transportation, Federal Aviation Administration, Department of Housing and Urban Development and Department of Defense for lobbyist services: Term of the agreement will be September 1, 2019 through December 31, 2019 in the amount of $10,000.00 per month. Upon recommendation of Amanda Lynn Cortese. 5620.495

Motion: Mr. Davis Second: Mr. Fiorini

Motion to Adjourn: Mr. Fiorini Second: Mr. Davis

Submitted by,

Dennis S. Davis, Secretary
Board of Acquisition and Contract

Prison Solutions

LexisNexis®

RENEW YOUR LEXISNEXIS® PRISON SOLUTION ORDER NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis, a division of RELX Inc. as your provider of legal research materials for correctional facilities.

Currently you are using the LexisNexis services pursuant to the Prison Solution Agreement or Order (the "Order") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The Order offers you access to comprehensive content and ease-of-use. However, your LexisNexis service under this Order will expire soon.

By signing below, you may extend the term for the following period at the monthly commitment rate indicated below:

Customer Name:	Oneida County Sheriff's Office	**Account Number:**	425257GG3

	Extension Period			Monthly Commitment	
Beginning	10/1/2019	to	9/30/2020	$	600
Beginning	10/1/2020	to	9/30/2021	$	600
Beginning		to		$	

Customer hereby certifies that they have _____number of terminals

These changes will be effective on 10/1/2019. Except as expressly stated above, all other terms of the Order will remain unchanged and unaffected by this letter agreement.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Chris Conner
Client Mgr--Corrections
C: 937-344-8496
Toll Free:866-293-4261
F: 866-960-2944
chris.conner@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of terminals/licenses/locations then sign and date. Upon completion, return the signed letter agreement to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter agreement no later than the of .

If you do not respond to this letter, please be advised that the Order will expire at the end of the current commitment period and you will no longer receive updated materials.

Customer Name: Oneida County
Authorized Signature: Anthony Picente Jr
Print Name: Anthony Picente, Jr.
Title: County Executive
Date: 11/4/19

For Lexis Nexis:
Authorized Signature:
Print Name: Chris Conner
Title: Client Manager - Corrections
Date: 10-21-2019

4812-8961-6530 v3 201906

APPROVED
ONEIDA COUNTY ATTORNEY
BY Alis Stanki
ASST ONEIDA COUNTY ATTORNEY

Confidential

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Agreement for Prison Solutions

"Customer": Oneida County Sheriff's Office	

1. Organization Name (Full Legal Name): ONEIDA COUNTY SHERIFF'S OFFICE
2. Physical Address: 6075 JUDD RD
   City: ORISKANY State: NY Zip: 13424
3. County: ONEIDA
4. Country: US
5. Telephone Number: 315 765 2350
6. Fax Number:
7. Invoice Address (email and physical address): LMZUREK@ONEIDACOUNTY SHERIFF.US
8. Name of Contact, Telephone Number and Email Address for the following:
   Overall Installation: Captain Lisa Zurek 315 765 2350
   Billing:
   Policy/Legal Notification:
   Scheduling/Training:
9. Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
10. Organization Web Address:
11. ☐ If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

Customer agrees to license the Products listed in the tables below on the terms of this Agreement.

Product(s) and Pricing 'PRISON SOLUTIONS' - BDD ☐ DVD ☐ N/A ☐		
Acct Number	# of each of those checked above	# of Terminals of each of those checked above
Distributed Media Prison Solution	ISDN	Library

Check Box if Delivery Address and or Contact Name is same as above ☐
Delivery Address:
#
Contact Name:

PRISON SOLUTIONS Order Periods			Monthly ☐ Annual ☐
	to		$
	to		$
	to		$
	to		$
	to		$

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Kiosks					
# Quantity	Vendor	Recording Charge per each	Shipping & Handling per each	Taxes (or N/A) per each	TOTAL for Kiosks
N/A	N/A	$N/A	$N/A	$N/A	$N/A

*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER AGREES THAT LN/MB ACT ONLY AS A BILLING AGENT AND HAVE NO LIABILITY OR OBLIGATIONS (IN WARRANTY OR OTHERWISE) FOR THE KIOSKS.

Product(s) & Pricing ONLINE ACCESS STAFF ONLY ☒ N/A ☐		
Total # Government Professionals (Pricing)		Billgroup # (LEBD)
Preferred Pricing Materials	Source/Menu #	Shepards
National Primary Plus	1011510	Full
☐ See attached for additional Preferred Materials		

Product(s) & Pricing ONLINE ACCESS Staff on Behalf Of Inmate ☐ Inmate Access ☒ N/A ☐		
Total # Recipients		Billgroup # (LEBD)
Preferred Pricing Materials	Source/Menu #	Shepards
NY Enhanced w/Full Fed	1011558	full
Corrections Library	1521290	
NY Practice	1010658	
☐ See attached for additional Preferred Materials		

Customer IP Address	
Location	IP Address

ONLINE ACCESS Staff User Name(s) List	
ID Holder Name	ID Holder Email Address
Lt Deborah Harris	djharris@oneidacountysheriff.us
us	
☐ See attached for additional names	

ONLINE ACCESS Order Periods				Monthly ☒ Annual ☐
Beginning	activation	to	9/30/2017	$ NC
Beginning	10/1/2017	to	9/30/2018	$ 600
Beginning	10/1/2018	to	9/30/2019	$ 600
Beginning		to		$
Beginning		to		$

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ADDITIONAL TERMS FOR ALL PRODUCTS

The following additional terms are for the implementation of any and all Products, whether DP-Type or OS-Type Products. Depending on the type of Product, additional terms in an additional corresponding section below also apply.

1. Preliminary Definitions (other definitions elsewhere herein)

1.1. "Authorized Users" means each of the Customer's employees and inmates under Customer's control and supervision at Customer's facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product in additional terms related to that Product in this Agreement.

1.2. "Materials" means the materials available in or through the Product.

1.3. "LexisNexis" or "LN" means LexisNexis, a division of RELX Inc., a Massachusetts corporation.

2. License; Restrictions on Use; Products

2.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:

2.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User's individual use to no more than one person at a time;

2.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product ("Authorized Printouts");

2.1.3. The right to retrieve via downloading commands of the Product and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Materials included in any individual file, provided that storage is for no more than 90 days; however, for court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories, the storage need not be limited to 90 days but must comply with other restrictions in this Agreement; and

2.1.4. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

2.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.

2.3. Customer and its Authorized Users are not permitted to:

2.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;

2.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;

2.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

2.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or

2.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.

2.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5. Proprietary Rights

2.5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.

3. Pricing; Payment

3.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).

3.2. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law). Additionally, LN shall have the right to terminate this Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs.

3.3. In the event Customer is a government agency or body, this is a multi-year contract, and sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, LN may terminate this Agreement effective on the last day of the last Order Period that was funded by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.

4. Term and Termination

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4.1. The term of this Agreement will begin on the first day of the first Order Period specified above and will end on the last day of the last Order Period ("Term").

4.2. Customer may not terminate this Agreement under any terms related to the Products provided during the Term; provided however, either party may terminate this Agreement during the Term for a material breach by the other. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.

4.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder

5. Warranties; Liabilities/Remedies

5.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.

5.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.

5.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

5.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

5.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

5.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

5.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

5.8. If there is a breach of the warranty in Section 5.1 above, then LN at its option and expense, shall either defend or settle any action and hold Customer harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its Authorized

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Users; (iii) Customer gives LN prompt notice of any such claim; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

5.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of infringement, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

5.10. The provisions of Sections 5.8 and 5.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.

5.11. LN shall have no responsibility to Customer under this Section 5 with respect to any use of the Products or Materials in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

5.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

5.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

6. Miscellaneous

6.1. Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Customer understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take confidence and take reasonable precautions against such disclosure to any third person. This Section will survive the termination or expiration of this Agreement.

6.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.

6.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

6.4. This Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as applicable). Customer may terminate this Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.

6.5. The sections of this Agreement that by their nature survive termination or expiration of this Agreement shall so survive termination or expiration of the Agreement.

6.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

6.8. This Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.

6.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent

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with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

6.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products and Materials subscribed to hereunder. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

ADDITIONAL TERMS FOR DP-TYPE PRODUCTS

The following terms are additional terms for the implementation of DP-Type Products. For DP-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular DP-Product, the below terms will control. LN and Matthew Bender & Company, Inc. ("MB") provide DP-type Products.

I. Preliminary Definitions (other definitions elsewhere herein)

I.1. "Product" includes the Distributed Product (or "DP") that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.

I.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

II. DP-Type Service

II.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above.

II.2. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials).

II.3. Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

III. Pricing; Payment

III.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

III.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.

IV. Termination

IV.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902, or such other address as LN/MB may direct.

V. Warranties; Liabilities/Remedies; other

V.1. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

V.2. ALL REFERENCES IN THE "ADDITIONAL TERMS FOR ALL PRODUCTS" SECTION ABOVE TO LN SHALL BE READ AS LN/MB AS IT RELATES TO THE DP-TYPE PRODUCTS.

ADDITIONAL TERMS FOR OS-TYPE PRODUCTS

The following terms are additional terms for the implementation of OS-Type Products. For OS-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular OS-Product, the below terms will control. LexisNexis, a division of RELX Inc. ("LN") provides OS-type Products,

A. Preliminary Definitions (other definitions elsewhere herein)

A.1. "Product" includes the service (or "OS") that includes the Materials and the Online Services on or through which the Materials are provided to the Customer by LN.

A.2. "Online Services" means the online services provided by LN to Customer that contains the Materials.

B. Additional License Terms for types of OS Access

B.1. STAFF ACCESS (additional terms for Staff on Behalf of Inmates access and Staff Only access, as may be provided pursuant to this Agreement)

B.1.1. This Section B.1 relates only to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Agreement and the Authorized Users under the Staff Participating Billgroups.

B.1.2. For Staff Participating Billgroups, an "Authorized User" is further restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and contractors.

B.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online

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Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.1.4. Customer certifies that on the date this Order is signed by Customer there are the number of staff professionals as set forth above (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.

B.1.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Staff Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified by source/menu number above as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials for Staff and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.1.6. At no additional charge, the Staff Participating Billgroups may do offline printing, online printing and saving to disk of Materials related to the type of access provided for under this Agreement, as shown above.

B.2. INMATE ACCESS (additional terms for Inmate access, as may be provided pursuant to this Agreement)

B.2.1. This Section B.2 relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Agreement and the Authorized Terminals under the Inmate Participating Billgroups.

B.2.2. "Authorized Terminals" means an individual computer (e.g., laptop, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted to only Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.

B.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in this Agreement above that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Agreement above, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.

B.2.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Inmate Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified above by source/menu number as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.2.6. Access to the Product will not include any email, fax or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.

B.2.7. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards by using equipment and system settings that provide blocking an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Agreement.

B.2.8. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of those IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.

B.2.9. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.

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B.2.10. Notwithstanding the foregoing in Sections B.2, in the event LN becomes aware of any abuse, misuse or security breach situations of the LN services or any Materials contained therein, then LN reserves the right to immediately suspend all facility access without notice until such incident is resolved to LN's satisfaction. Customer agrees that the resolution may require documented and certified proof of correction. Customer takes responsibility for any security breach or situation where an inmate has access to something prohibited.

SIGNATURES TO AGREEMENT

LN accepts this Agreement on its own behalf and as authorized agent for each of the other companies that provide Products under this Agreement. LN's agency is described the relevant term section above.

Agreed to and accepted by:

Oneida County Sheriff's Office		LexisNexis, a division of RELX Inc.	
SIGNED:		SIGNED:	
PRINTED:	Robert M Maciol	PRINTED:	Josh Roslan
TITLE:	Sheriff	TITLE:	Pricing Analyst
DATE:	10/17/17	DATE:	10-4-17

THIS AGREEMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS AGREEMENT BY SIGNING ABOVE OR BY PERFORMING THIS AGREEMENT.

THE PRICES AND OTHER TERMS IN THIS AGREEMENT ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS AGREEMENT TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS AGREEMENT. TO IMPLEMENT THIS AGREEMENT ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY CUSTOMER ON OR BEFORE THE 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name:	David Orlando	Account Representative Number:	325

4833-5587-8454, v. 1

Approved
ONEIDA COUNTY ATTORNEY
By Alisa Stamulemi

By: Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

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THOMSON REUTERS

Order Form

Order ID: Q-00789597

Contact your representative kevin.mcgillicuddy@thomsonreuters.com with any questions. Thank you.

Account Address
Account #: 1000246439
ONEIDA COUNTY CORR FACILITY
ACCOUNTS PAYABLE
6075 JUDD RD
ORISKANY NY 13424-4218 US

Shipping Address
Account #: 1000246439
ONEIDA COUNTY CORR FACILITY
ACCOUNTS PAYABLE
6075 JUDD RD
ORISKANY NY 13424-4218 US

Billing Address
Account #: 1000246439
ONEIDA COUNTY CORR FACILITY
ACCOUNTS PAYABLE
6075 JUDD RD
ORISKANY, NY 13424-4218 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	$428.14	36	5%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf
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Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

For Law Enforcement Agencies and Correctional Facilities Only - Direct Inmate Westlaw Access

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw; Subscriber's responsibility for controlling Westlaw, internet and network access; and, how Subscriber will be using Westlaw. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Subscriber will provide direct Westlaw access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal. *Subscribers who provide direct inmate access must order the Westlaw Correctional Facilities products*

105880

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: O-00789597

Signature of Authorized Representative for order	Oneida County Executive Title
Anthony J. Picente Jr. Printed Name	6/12/20 Date

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This Order Form will expire and will not be accepted after 7/17/2020.

Approved by:
Alison Stanulewich
Assistant County Attorney

THOMSON REUTERS

Attachment Order ID: Q-00789597

Contact your representative kevin.mcgillicuddy@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000246439

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Lisa Zurek
Email: lmzurek@oneidacountysheriff.us

eBilling Contact
Contact Name Lisa Zurek
Email lmzurek@oneidacountysheriff.us

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000246439	ONEIDA COUNTY CORR FACILITY	6075 JUDD RD ORISKANY NY 13424-4218 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Seats	42664369	Correctional Enterprise GTL (WestlawNext™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Deborah	Harris	djharris@oneidacountysheriff.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42077797	New York State Primary Core for Govt
42077754	Gvt - Analytical Plus for Government