

SARATOGA COUNTY CONTRACT



SARATOGA COUNTY SHERIFF'S OFFICE

Sheriff@SaratogaCountyNY.gov

MICHAEL H. ZURLO
SHERIFF

Richard L. Castle
Undersheriff

Richard J. Emery
Colonel

August 9, 2020

George Dahlbender
01A0341
Green Haven Correctional Facility
594 Route 216
Stormville, New York 12582

Re: Records Request

Dear Mr. Dahlbender,

Enclosed please find copies of the documents you requested from the Saratoga County Sheriff's Office regarding inmate telephone and tablet services.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard J. Emery", written over the typed name and title.

Richard J. Emery
Colonel
Corrections Administrator

**AMENDMENT TO THE INMATE
TELEPHONE SERVICES
AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of the date of last signature of this Amendment (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Company") and the County of Saratoga, acting by and through its Saratoga County Sheriff's Office, with an address of 6010 County Farm Road, Ballston Spa, NY 12020 ("county" or "premise provider").


WHEREAS, Company and Premise Provider previously entered into the Inmate Telephone Services Agreement dated October 10, 2014 ("Agreement") and the parties would like to further amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:


1. Section 4. Compensation is hereby amended to (a) increase the phone commission paid to County by Company from fifty-five percent (55%) to eighty percent (80%) upon execution of this Amendment and (b) change all domestic call rates to twenty cents (\$0.20) per minute.
2. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

County of Saratoga, acting by and through
its Saratoga County Sheriff's Department

By: 
Name: Preston Allen
Title: Chair, Board of Supervisors
Date: 3/14/20

GLOBAL TEL*LINK CORPORATION

By: 
Name: Alicia Freeman
Title: VP Contracts & Procurement
Date: 3/23/2020

Addendum to Commissary Service Agreement

THIS ADDENDUM TO COMMISSARY SERVICE AGREEMENT is made and entered into by and between Keefe Commissary Network, L.L.C., whose address is 10880 Lin Page Place, St. Louis, MO 63132 ("Keefe"), and *Saratoga County Correctional Facility* whose address is *6010 County Farm Rd, Ballston Spa, NY 12020* ("Client"). Keefe and the Client are referred to herein as the "Parties".

WHEREAS, the Parties have previously entered into a Commissary Services Agreement (the "Agreement") dated April 1, 2019, pursuant to which Keefe provides Commissary services for the Client at the Premises described in the Agreement; and

WHEREAS, Keefe has identified a business which provides a tablet technology services solution for use by inmates confined in correctional facilities, known as the Secure Inmate Tablet program, and

WHEREAS, Keefe and Tablet Provider have entered into a business relationship wherein Keefe is authorized to offer the Secure Inmate Tablet program to Keefe's Clients as a supplemental service to the services presently being provided by Keefe under the Agreement; and

WHEREAS, the Client desires to avail itself of the supplemental services provided by Tablet Provider as a subcontractor for Keefe.

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

1. Keefe will provide an additional service under the terms of the Agreement which service is known as and referred to herein as the Secure Inmate Tablet program.
2. The Secure Inmate Tablet program is described in Exhibit A which is attached hereto and by this reference made a part of this Addendum.
3. There will be no fee charged to or paid by the Client 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 \$.05 unless the Client approves a modification of the rate. During the program, Tablet Provider will run promotions and offer paid services at reduced rates. Keefe will pay the Client a commission equal to (15%) percent of tablet usage revenue received (i.e. not what is paid to Keefe by GTL but 15% of the total revenue generated from the tablet usage) from inmates who utilize the services which are available via the Secure Tablet

program. The commission procedures shall be the same procedures as are currently in place for commissary commissions.

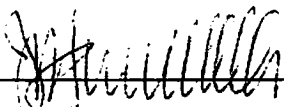
4. Upon execution of this Addendum by both parties, Keefe will provide the following: (i) technical assistance during the installation and initial use of the tablets including the operational training for Client employees; (ii) manuals, instructions and names of technical representatives available via 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.

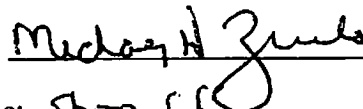
5. **TERM & TERMINATION.** This Agreement shall become effective as of the 1st day of August 2019 and shall continue in effect for a period of five (5) years (the "Base Term"). The Agreement will automatically renew for successive one-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. 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 defined herein, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

6. This Addendum is effective when signed by both parties and is otherwise subject to all the terms and conditions of the Agreement, which shall remain in full force and effect.

Keefe Commissary Network, L.L.C.

Saratoga County Correctional Facility:

By: 
Title: Executive Vice President
Date: 8/26/19

By: 
Title: Sheriff
Date: 9-4-19

**EXHIBIT A
DESCRIPTION OF SERVICES
SECURE INMATE TABLET PROGRAM**

FEATURES

The following features are included on all Inspire 3 Tablets at no cost to the Client:

Inspire 3 Tablets: Tablet Provider will implement Inspire 3 Tablets and must receive County approval prior to changing brand of tablets as technology advances.

Commissary Ordering: Tablets support the ability for inmates to place commissary orders electronically, interfacing directly with the facility's commissary, without involving correctional staff and time. This solution is compatible with any commissary system that provides a modern Web-based ordering system.

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 facility staff to conduct speedy reviews of messages. Family and friends will be able to send messages at a rate of \$0.25 per message.

Fees charged by Tablet Provider for depositing funds to enable inmates to use Secure Messaging and Tablet services will be charged at the then current rate(s) charged for Keefe's Access Corrections® Secure Deposits program.

Video Visitation: Remote Video Visitation will be provided at \$0.25 per minute, saving the County the capital expense of a standalone Video System. Video Visitation can be enabled and disabled at the Client's discretion.

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

In addition, Tablet Provider will make the following optional features available from the inmate tablet solution at no cost to the Client:

Digital Grievances: Tablet Provider will provide 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: Tablets will allow Client staff to control the routing of submitted digital requests and grievances to key staff.

Religious Content: By default, tablets will provide content to help meet the needs of inmates of diverse religious beliefs.

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

Legal Research/Law Library: Tablet solution will have the capability of displaying Web/HTML-based legal research/law library content in order to reduce inmate escorts to and from the law library. Tablet Provider 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 Client or inmate. Client 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. Tablet Provider 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. Family and friends will be able to send photos at a rate of \$0.25 per photo.

Content Blocking: Tablets will allow the Client to block specific content offerings either temporarily or permanently if the Client 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 Penalties: There is no additional cost to the Client for any features or hardware described herein.

NETWORK AND HARDWARE

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

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

No Cost to the County: Tablet Provider through Keefe will provide all hardware and services at no cost to the County.

Secure Wireless Network: Tablets will run over a secure wireless network 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 facility staff.

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

Web Based Software: Tablet Provider 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. Solution 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 Provider will provide the ability for 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 Provider 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: Tablet Provider 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: Tablet Provider will ensure that no inmate-to-inmate communication will be allowed through the tablets.

Client Support: Tablet Provider will provide facility service and technical support for all proposed products, available 24/7/365 answered by live operators and will ensure any onsite technicians meet all of the Client's security requirements and levels of approval.

PIN-based Login: Tablet Provider will provide a PIN based inmate login to allow access to be customized to the inmate who is using the tablet.

Chain of Custody: Tablet Provider 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. This information cannot be shared with, sold to, or able to be searched by anybody except the Tablet Provider and Saratoga County Sheriff's Office. Tablet Provider shall treat the submitted information as confidential and will only search the submitted information as required during the normal course of support of business operations. No information shall be released, in

any form, to external sources without the express approval of the Saratoga County Sheriff's Office unless Tablet Provider is required to disclose the information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Tablet Provider shall provide the Saratoga County Sheriff's Office prompt notice of such court order or requirement to enable the Saratoga County Sheriff's Office to seek a protective order or otherwise prevent or restrict such disclosure.

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

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

Wireless Charging: Tablet Provider will ensure that inmate tablets 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, Tablet Provider will perform routine tablet software updates remotely.

Complete Data Access: Tablet Provider will provide 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 Client staff.

Data Ownership: All collected data, including tablet communication and usage data, is property of the Client and will be stored for the life of the contract and extensions.

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

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