

SUFFOLK COUNTY CONTRACT

COUNTY OF SUFFOLK



OFFICE OF THE SHERIFF

ERROL D. TOULON, Jr., ED.D
SHERIFF

October 3, 2019

Mr. George Dahlbender
01AO341
Green Haven Correctional Facility
P.O. Box 4000
Stormville, NY 12582

Re: Freedom of Information Law Request - Dated September 30 2019

Dear Mr. Dahlbender,

Please see the attached contract 21-SH-001 between the County of Suffolk acting through its duly constituted Sheriff's Office and Securus Technologies Inc., as per your Freedom of Information request.

Sincerely,

A handwritten signature in cursive script that reads "Kevin O'Reilly".

Kevin O'Reilly
Freedom of Information Officer
Suffolk County Sheriff's Office

Encl.

YOU HAVE THE RIGHT TO APPEAL A DENIAL OF YOUR APPLICATION IN WRITING TO THE OFFICE OF THE SUFFOLK COUNTY ATTORNEY WITHIN THIRTY (30) DAYS OF SUCH DENIAL. CONTACT THE FOIL APPEALS OFFICER, SUFFOLK COUNTY ATTORNEY, H. LEE DENNISON BUILDING, P.O. BOX 6100, HAUPPAUGE, NEW YORK 11788. THE FOIL APPEALS OFFICER MUST RESPOND IN WRITING WITHIN TEN (10) BUSINESS DAYS OF RECEIPT OF YOUR APPEAL. PLEASE ATTACH A COPY OF THE DECISION AND YOUR ORIGINAL REQUEST

100 CENTER DRIVE
RIVERHEAD, NY
11901-3390



ACCREDITED LAW ENFORCEMENT
AGENCY

(631) 852-2200



VISIT US ONLINE AT
SUFFOLKSHERIFF.COM

Inmate Telephone Services Agreement

This Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Sheriff's Office ("Sheriff's Office"), located at Riverhead Correctional Facility, 100 Center Drive, Riverhead, New York 11901; and

Securus Technologies, Inc. ("Contractor"), having its principal place of business at 14651 Dallas Parkway, Suite 600, Dallas, Texas 75254.

The parties hereto desire to make available to the County, Contractor's inmate telephone services ("Services") for Suffolk County Correctional Facilities, as set forth in Exhibit D, attached.

Term of Agreement: May 1, 2015 through, April 30, 2019, with one (1) two-year option to renew, at the County's option for the period ending and April 30, 2021.

Total Cost of Agreement: No cost to the County, revenue to the County as set forth in Exhibit E, attached.

Terms and Conditions: Shall be as set forth in Exhibits A through G; attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Securus Technologies, Inc.

By: [Signature]
Robert Pickens
President
Fed. Tax ID # 75-2722144

Date: 5-15-15

Approved as to Form:
Dennis M. Brown, County Attorney

By: [Signature]
Mary Porter
Assistant County Attorney
Date: 6-15-15



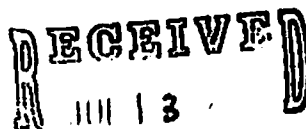
County of Suffolk

By: [Signature]
Chief Deputy County Executive
Date: 6/26/2015

Approved: Suffolk County Sheriff's Office

By: [Signature]
Vincent F. DeMarco
Sheriff
Date: 05/26/15

Recommended:
By: [Signature]
Michael P. Sharkey
Chief Deputy Sheriff
Date: 5/29/15



BY:



BY:

List of Exhibits

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Software License
7. Ownership of System
8. Legality/Limited License Agreement
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16. Confidentiality
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21. Copyrights and Patents
22. Licenses and Permits
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27. Claims for Compensation
28. County's Right to take Possession of Contractor's Property
29. Guarantee of System Operation
30. Injunctive Relief
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32. Uncontrollable Circumstances

Exhibit B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C

Notices and Contact Persons

1. Operational Notices
2. Notices Relating to Termination and/or Litigation
3. Notices Relating to Relating to and Remission of Monthly Commission Payments to the County

Exhibit D

Description of Services

1. Reports/Progress Meetings
2. Contractor's RFP Response Incorporated Herein by Reference
3. County Responsibilities
 - a. Equipment
 - b. Access
 - c. Use of Applications and Exclusive Right of Contractor to Operate System
 - d. Outage Report; Technical Services.
 - e. Required Isolated Grounded Receptacle ("IGR")
4. Contractor Responsibilities
 - a. Background Information for Security Clearance Purposes
 - b. Equipment and Services to be Provided by the Contractor
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 - ii. SCP
 - iii. Debit Calling
 - iv. Instant Pay™ Program
 - v. E-Imports
 - vi. Voice Mail
 - vii. Automated Information Services (AIS)
 - viii. Prison Rape Elimination Act (PREA) Hotline
 - ix. Investigator Pro™
 - x. Threads
 - c. On-site Technician
 - d. Call Recordings
 - e. Service

Exhibit E

Payment Terms

1. General Payment Terms and Conditions
2. Contractor's Staff
3. Accounting Procedures
4. Audit
5. Comptroller's Rules and Regulations for Consultant Agreements
6. Specific Payment Terms and Conditions
 - a. Collect/Debit Calls

Exhibit F

Calling Rates

**Rev. 4-13-15; Law No. 15-SH-001
Inmate Telephone Services
Securus Technologies, Inc.**

**Exhibit G
Suffolk County Rate Commissions**

**Exhibit A
General Terms and Conditions**

Whereas, the County issued an RFP which was advertised on October 9, 2014; and

Whereas, the Contractor submitted a proposal in response to such RFP;

Whereas, the County has selected the Contractor and the County desires that the Contractor install and/or upgrade, as needed, an inmate telecommunication system, and provide telecommunications and maintenance services according to the terms and conditions in this Agreement; and

Whereas the Contractor agrees to install and upgrade, as needed, the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement; and

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows

1. Contractor Responsibilities

a. The Contractor shall provide the Services, as more particularly described in Exhibit D, entitled "Description of Services." The contractor shall provide the services including without limitation the related hardware and software ("System") to the Riverhead Correctional Facility and the Yaphank Correctional Facility (collectively hereinafter referred to as the "Facilities").

b. Qualifications, Licenses, and Professional Standards

i. Qualifications

The Contractor specifically represents and warrants that it has and shall continuously possess, and that, its employees, agents, and subcontractors have and shall continuously possess, the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform. Additionally, the Contractor has and shall continuously have, and its employees, agents, and subcontractors have and shall continuously have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s), and other approval(s) required by the Federal, State, County, or local authorities for the services provided in accordance with this Agreement.

ii. Notifications

The Contractor shall immediately notify the Sheriff's Office in writing of any disciplinary proceedings commenced or pending against the holder of any License required by the above qualifications by the Federal, State, County, or other local authorities, including, but not limited to, the New York State Department of Education or the New York State Department of Health. In the event that the Contractor or such other holder of a License required by the above qualifications is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the Department, but in no event should such notification be given more than 5 days after the License holder has lost his/her/its License. The Contractor shall not be reimbursed for any Services rendered after the effective date of termination of such License. The remainder of this Agreement,

if any, or its application to persons or circumstances other than those as to which said License has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

iii. Documentation of Professional Standards

The Contractor shall maintain on file in one location in Suffolk County, the address to be provided by Contractor to the Sheriff's Office, all records that demonstrate that it, and its employees, agents, and subcontractors, have complied with paragraphs a. and b. above. Such documentation shall be kept, maintained, and available for audit and inspection by the County upon 24 hours notice.

c. Submission of Employee Listing

The Contractor shall forward to the Sheriff's Office annually, on or before July 1 of each year during the term of this Agreement, a complete list of its employees, agents and subcontractors providing Services hereunder including names and areas of certification, where applicable.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. The Contractor shall be granted sixty (60) days from the date of this Agreement's final execution date to install and make operational the inmate phone system. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Option Periods

- i.** This Agreement may be renewed, at the option of the County, for one (1) additional two (2) year term.
- ii.** The County may exercise its option by written notice to the Contractor from the Sheriff's Office, sixty (60) days prior to the end of the Term of the Agreement, if it so desires to extend the Agreement for the time period from May 1, 2019 through April 30, 2021.
- iii.** All extensions or modifications shall be in the form of an amendment signed by all parties.

c. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the either party in the event of failure by the other party to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless the party in breach is given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit in this Agreement entitled "Notices and Contact Persons." During such five (5) day period, the party in breach will be given an opportunity for consultation with the

party seeking to terminate the Agreement and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the party seeking to terminate, the party in breach shall be given an additional fifteen (15) days to cure all failures to fulfill its obligations under this Agreement. In the event that the party in breach has not cured all its failures to fulfill its obligations to the satisfaction of the other party by the end of the combined twenty (20) day period, the party seeking to terminate may issue a Termination Notice, effective immediately. Notwithstanding the above, if either party breaches its obligations related to software licenses or confidentiality in this Agreement, the other party has the right to terminate this Agreement immediately.

d. Termination for Convenience

- i.** The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' written notice of termination.
 - ii.** Upon giving of a notice pursuant to the foregoing sub-paragraph, the Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.
 - iii.** In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.
 - iv.** The County agrees not to exercise its rights under this subparagraph (d) during the first twelve (12) months following execution of this Agreement. During this 12-month period the Contractor warrants the calling platform application that it provides pursuant to paragraph 4(b) of Exhibit D of this Agreement, and agrees to repair and maintain the system in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor, in accordance with the terms and guidelines specified in Exhibit D, paragraph 4 (d) of this Agreement. The Contractor further agrees that all other rights and remedies the County has under the Agreement, including the right to terminate for cause, are not affected by this subparagraph 2(d)(iv).
- e.** Upon termination of this Agreement for any reason, the Contractor agrees to promptly, but in no event longer than sixty (60) days, remove all equipment and fixtures belonging to it and installed in the Facilities pursuant to this Agreement. The Contractor further agrees that it will not remove the workstations that it will provide to the County pursuant to Paragraph 3 of Exhibit D of this Agreement.

3. Indemnification

a. General

Each party to the extent permitted by law, agrees that it shall protect, indemnify and hold harmless the other party and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of such parties' acts or omissions, negligence, willful misconduct or intellectual property infringement in connection with the services described or referred to in this Agreement. Each party shall defend the other party and its

officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at such party's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of such party, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

- b. The Contractor agrees to install and implement the Inmate Telephone System according to the law governing the Contractor, the instruction it receives from the County as to the County's requirements under the law, and according to the County facility's demographics. The Contractor agrees to indemnify the County against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the County's Facility (collectively, "Claims") arising out of or related to the Contractor's failure to comply with the instruction it receives from the County, and all laws and regulations governing the Contractor. The County agrees to indemnify the Contractor against any and all Claims arising out of or related to the County's or the County's Facility's failure to comply with all laws and regulations governing it.
- c. **Federal Copyright Act**

The Contractor hereby represents and warrants the Contractor, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with this subparagraph c. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with this subparagraph c.

4. Insurance

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
 - i. **Commercial General Liability insurance**, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability insurance** (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

5. **Independent Contractor**

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the County for any purpose.

6. **Software License**

The Contractor grants the County a non-exclusive, non-transferable license (without the right to sublicense), to access and use certain proprietary computer software products and materials in connection with the applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Contractor implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. The County is the license holder of any third-party software products Contractor obtains on the County's behalf. The County authorizes Contractor to provide or preinstall the third-party software and agrees that the Contractor may agree to the

third party End User License Agreements on the County's behalf. The County's rights to use any third-party software product that the Contractor provides shall be limited by the terms of the underlying license that Contractor obtained for such product. The Software is to be used solely for the County's internal business purposes in connection with the Applications at the Facilities. The County will not (i) permit any affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Contractor did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. The Contractor is not liable with regard to any Software that County uses in a prohibited manner.

7. Ownership of System

The System, the applications, and related records, data, and information shall at all times remain the Contractor's sole and exclusive property unless prohibited by law, in which event, the County shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, the Contractor will provide the County with reasonable access to the records. The County will retain custody and ownership of all call recordings. The Contractor will make all call recordings downloadable to the County's workstation and archive according to the County's policy (including but not limited to downloading recordings to a compact disc, mp3 wave file, etc.). Contractor (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of the Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement

For services related to applications which may allow the County to monitor and record inmate or other administrative telephone calls; by providing the application, the Contractor makes no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls. Further, the County retains custody and ownership of all recordings; however, the County grants the Contractor a perpetual limited license to compile, store, and access recordings or inmate calls for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls between the inmates and their attorneys or to recordings protected from disclosure by other applicable privileges.

9. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

10. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

11.

Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this Agreement up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

- a. Any records, reports or other documents of the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.
- b. The inmate phone system, applications, and related call records (excluding recordings and copies of recordings) and information ("Confidential Information") shall at all times remain confidential to the Contractor except as otherwise required by law, court of competent jurisdiction, or other governing agency, in which cases when legally permissible, the County will give the Contractor advanced written notice. The County agrees that it will not disclose such Confidential Information to any other party without the Contractor's prior written consent, when legally permissible. Because the County will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, the County agrees to only access the software with computer systems that have effective firewall and anti-virus protection.

17. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. Contractor shall not issue press releases or any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement without first obtaining written approval from the Sheriff's Office.

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

22. Licenses and Permits

- a. Notwithstanding any other approval required to be obtained by the Contractor, the Contractor shall also be required to secure and pay for all authorizations, permits, licenses, approvals, certifications and tariffs issued as required by the New York State Department of Public Utilities or its successor(s) or other pertinent agencies necessary to provide the Services called for by this Agreement.
- b. In the event that the Contractor is unable to secure the necessary authorizations, permits, licenses, approvals, certifications and tariffs issued within a reasonable amount of time at the discretion of the Sheriff's Office or in the event that said permits are issued and during the term of this Agreement, the Contractor fails to maintain such permits, the County may terminate this Agreement. Termination shall be subject to Paragraph 2(c) of this Exhibit entitled "Termination for Cause".
- c. The Contractor shall obtain any necessary approvals from the County or its agencies at the Contractor's sole expense.

23. Compliance with Law

Contractor shall comply with all applicable federal, State and County laws and regulations, as amended from time to time.

24. License/Not A Lease

It is expressly understood that the Contractor's entry upon the County's premises is a license and not a lease. The Contractor's right to occupy the premises and to operate the License hereby granted shall continue only so long as it shall comply strictly and promptly with each and all the material undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein; and that this License is not coupled with any interest in real property, subject to the conditions contained in this Agreement.

25. Space and Equipment/Maintenance

All space and equipment provided by the County and used by the Contractor in the performance of this Agreement shall be maintained, replaced and kept in repair by the Contractor as directed by the County and shall be surrendered by the Contractor to the County at the expiration or other termination of this Agreement in as good condition as when received, except for reasonable wear and tear and damage. The Contractor shall not make any alterations in such space or equipment without the prior written approval of the County.

26. Assumption of Risk

The risk of loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of the Contractor shall be borne by the Contractor. The Contractor waives, to the extent permitted by its applicable insurance policy, any right to subrogation against the County for loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of the Contractor unless caused by the County, its officials, employees or agents.

27. Claims for Compensation

- a. The Contractor hereby expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official, acting within their official duties, in the operation of this Agreement; any such interference shall not relieve the Contractor from any obligation hereunder.
- b. The Contractor hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the gas and electrical apparatus, heating equipment, water supply equipment, or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light, current or water supply which may occur from time to time for any cause.

28. County's Right to Take Possession of Contractor's Property

It is expressly agreed that the County shall have the absolute right, without having to institute a court action or provide the Contractor with any due process, to immediately take possession of all personal property of the Contractor which may be on the premises for any and all sums which may from time to time become due and owing to the County under the terms of this Agreement. Upon default of payment by the Contractor, the County has the right to retain possession of the same until the full

amount is paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy provided the Contractor has received a written notice of alleged default with sufficient time to cure.

29. Guarantee of System Operation

The Contractor agrees that all equipment, software or services developed and delivered pursuant to this Agreement, as well as any modifications or enhancements made by the Contractor subsequent to acceptance, will be free from defects, which interfere with the System's operational capability and will meet and continue to meet the functional specifications and performance standards made applicable by this Agreement. The Contractor shall attempt, without charge to the County, to correct any defects that are discovered by either party and make additions, modifications and/or adjustments as may be necessary to keep the System in good operating order, in accordance with such specifications and standards, during the term of the Agreement.

If the Contractor is unable to correct any such defect, which prevents the equipment, software or services from performing in accordance with such specifications and standards, the County shall have the right to either accept the equipment as is or require the Contractor to remove and replace any equipment, which is not acceptable, at no expense to the County.

30. Injunctive Relief

Both parties agree that a breach of any of the obligations set forth in the paragraphs entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

31. Limited Remedy

This Agreement sets forth the County's sole and exclusive remedies for failure or defect of an application. The contractor disclaims all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, any implied warranty arising from a course of dealing or usage of trade, and noninfringement.

32. Uncontrollable Circumstances

Both parties, subject to paragraph 2 subparagraph (d) of this Exhibit A, reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside their control related to the Facilities (including, without limitation, changes in end user call rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God;) negatively impact them; however, the parties shall not unreasonably exercise such rights. Further, the County acknowledges that the Contractor's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any

executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing this Agreement, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under this Agreement in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The

contract agency shall cooperate with the administering department and the County Executive's performance management team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Operational Notices

Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:

**By First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Suffolk County Sheriff's Office
Riverhead Correctional Facility
100 Center Drive
Riverhead, New York 11901
Att: Michael Sharkey, Chief of Staff

Tel. No. (631) 852-2219

Fax No.

E-mail Address: msharkey@scso.ny.gov

For the Contractor:

**By First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Securus Technologies, Inc.
14651 Dallas Parkway, 6th Floor
Dallas, Texas 75254

Attn: Dennis Reinhold, Vice President, General Counsel & Secretary

Tel No.: (972) 277-0300

Email: dreinhold@securustechnologies.com

Fax No.: (972) 277-0681

2. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

Vincent F. DeMarco, Suffolk County Sheriff
Riverhead Correctional Facility
100 Center Drive
Riverhead, New York 11901

and

Dennis Brown, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

Same as above

3. Notices Relating to and Remission of Monthly Commission Payments to the County

All monthly commission payments due the County under this Agreement and any communication, notice or other submission related thereto, including monthly commission payment reports, (which shall be in writing) shall be sent to the County via standard U.S. Mail at the following address or at such other address that may be specified in writing by the parties and must be delivered as follows:

Pat Connolly, Director of Telecommunications
North County Complex Building 151
Hauppauge, New York 11788

4. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
5. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

**Exhibit D
 Description of Services**

1. Reports/Progress Meetings

For the first six months following execution of this Agreement, the Contractor shall provide monthly written reports on the status of the implementation an operation of the System. Thereafter, the Contractor shall be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, upon reasonable notice and as may reasonably be requested by the Sheriff's Office. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

2. Contractor's RFP Response Incorporated Herein by Reference

The terms set forth in Section IV, Contractor's Proposed Technical Services, submitted in Response to County Request for Proposals RFP No. 14026 (RFP) for an Inmate Telephone System "RFP Response" advertised on October 09, 2014 and which is on file at the Sheriff's Office at the address set forth on page 1 of this Agreement, shall be incorporated by reference herein. To the extent that any of the terms therein conflict with the terms set forth in this Agreement, the terms of this Agreement shall supersede. Specific responsibilities and obligations of the parties not already set forth in the RFP and RFP Response will be mutually agreed upon by the parties in writing upon implementation of the specific services to be provided pursuant to this Agreement.

3. County Responsibilities

a. Equipment

The County agrees to provide a suitable location(s) at the Facilities for the System and the Equipment described in this Agreement and its exhibits. Each location shall be reasonably sufficient to accommodate any associated telecommunication apparatus and signage. The Contractor will provide the County with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which the Contractor may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in subparagraph 3 of this Exhibit D. The County represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the S-Gate User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher over and above the workstations being provided by the Contractor pursuant to paragraph 3 of this Exhibit.
Operating System	Windows 7
Browser	Microsoft Internet Explorer 11.0 or better

Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megabits downstream and 384Kbits upstream, minimum NOTE: The County is required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

b. Access

The County agrees to keep the areas in which telecommunications systems are located clean and free from obstructions and interference. The County agrees to allow the Contractor's personnel reasonable access to each County Correctional Facility for repair and maintenance, collection of tools and tolls, inspection, removal or relocation of equipment. Said access is subject to reasonable restrictions or conditions due to security concerns of the Sheriff's Office.

c. Use of Applications and Exclusive Right of Contractor to Operate System

The County grants the Contractor the exclusive right and license to install, maintain, and derive revenue from the Applications through the Contractor's Inmate Telephone System located in and around the Facilities identified in this Agreement. The County is responsible for the manner in which the County uses the Applications. Unless expressly permitted by this Agreement or a separate written agreement between the parties, the County will not resell or provide access to the Applications (other than as expressly provided in this Agreement), directly or indirectly, to third parties. The County agrees that throughout the term of this Agreement, or until this Agreement is terminated pursuant to Paragraph 2. of Exhibit A to this Agreement, the Contractor will have the exclusive right to provide the Services described in this paragraph 4 of this Exhibit D to County correctional Facilities.

d. Outage Report; Technical Support

If either of the following occurs: (a) County experiences a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then County will promptly report the System Event to the Contractor's Technical Support Department ("Technical Support"). County may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustechnologies.com, or by facsimile at 800-368-3168. The County will be notified within twenty-four (24) hours if such contact information changes.

e. Required Isolated Grounded Receptacle ("IGR")

The County is responsible for providing a dedicated IGR for use in connection with the primary System. Upon request, the Contractor will provide the County with the specifications for the IGR. If County is unable to or does not provide the IGR, then the Contractor will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that the Contractor is not responsible for any delay caused by the County's failure to provide the IGR.

4. Contractor Responsibilities

a. Background Information for Security Clearance Purposes

Upon the Sheriff's Office's request, the Contractor will provide the Sheriff's Office with a list of persons, titles and any other background information regarding the Contractor's staff for security clearance purposes. Background information shall include, but not limited to, names, addresses, dates of birth, and social security numbers and will be provided prior to such staff's initial admission into a Facility or any work on the system and as reasonably requested thereafter. All such information shall be maintained by the Sheriff's Office and kept confidential in accordance with applicable laws and regulations.

The Sheriff's Office reserves the right to request that staff deny specified Contractor staff access to its systems or its Facilities and request Contractor staff be removed from the services provided under this Agreement.

b. Equipment and Services to be Provided by the Contractor

The Contractor will provide the County with equipment, Software and Applications in connection with the Secure Call Platform Services needed to support 264 Phones, 2 secure workstations, and storage for the initial Term of the Agreement and any extension thereof. The Contractor will provide two (2) secure workstations containing software preloaded by the Contractor at the Riverhead Correctional Facility and the Yaphank Correctional Facility, one for use by the County's investigative team and one for use by the onsite Administrator, provided by the Contractor. Remote access into the System will be provided for these workstations to the County by the Contractor via a secure website. After the termination of this Agreement, such workstations shall be left in each Facility and become the sole property of the County. Additional equipment, Software or Applications will be installed only upon mutual agreement by the parties, and may incur additional charges. The Contractor will provide the equipment, applications and software set forth below in this subparagraph b. of this Paragraph 4 of this Exhibit D.

i. Software

The Contractor will provide upgrades, updates and new releases to all of the software provided pursuant to this Agreement without cost to the County.

ii. Secure Call Platform Services ("SCP")

The Contractor will provide the County with an SCP. An SCP provides, through its centralized net centric, Voice Over Internet Protocol (VOIP), digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, an SCP shall allow the Sheriff's office the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by the Contractor, (d) maintain call detail records in accordance with the Contractor's standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. The Contractor will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the County's Riverhead Correctional, Yaphank Minimum Security and Yaphank DWI Facilities.

iii. **Debit Calling**

DESCRIPTION:

SCP Debit is an alternate calling option that allows inmates to use funds from their commissary/trust account to pay in advance for phone calls made to friends and family members whose called numbers are approved by the County. When an inmate calls a phone number, the charges for that call are debited from the balance in the inmate's commissary/trust account either directly or from a balance of a previously purchased block of phone time from the trust account. Notwithstanding, Contractor will not be responsible for any delays due to (i) the County's failure to perform any of its obligations for the project; (ii) any of the County's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Contractor's control.

PAYMENT PROCESS – DEBIT CALLING

Contractor will invoice the Suffolk County Jail Commissary Account monthly for the completion of debit calls placed from the Facilities. The invoice will include only the completed debit calls that were processed during the previous month. The amount will include the total Gross Revenues generated from the inmate debit calls minus the compensation (86%) for debit calls included in "Exhibit F" of this Agreement.

TAXES:

Contractor will invoice the County on a monthly basis for debit call usage. The County agrees to pay the invoice within (30) days, including all applicable sales taxes and other regulatory charges. The County may provide a Sales and Use Tax Resale Certificate to Contractor stating that the County will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Contractor receives a Sales and Use Tax Resale Certificate from the County, Contractor will not charge applicable sales taxes on the County invoices for debit call usage.

iv. **Instant Pay™ Program**

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

v. E-Imports

At the Sheriff's Office's request, the Contractor will provide the Sheriff's Office with "E-imports". E-Imports is an application that offers automated Personal Identification Number ("PIN") Management and eliminates the need for the Sheriff's Office personnel to enter inmate profile information from the jail management system ("JMS") into the inmate telephone system in cases where the use of a PIN for inmate calling is desired. With E-Imports, the SCP system imports inmate profile information from a detention facility's JMS when an inmate is booked, transferred, updated, or released.

vi. Voice Mail

At the Sheriff's Office's request, the Contractor will provide the Sheriff's Office with a voice mail Application that provides a secure, password protected, 2-way communication vehicle for inmates and friends and family members, to leave voice messages. This application uses the existing phone system and all voice messages can be recorded and reviewed in the same manner as the other phone services provided. The voice mail application can be terminated at will for particular inmates. No additional equipment is provided with this application.

vii. Automated Information Services (AIS)

DESCRIPTION.

Contractor will provide the Automated Information Services (AIS™) as described herein through its wholly owned subsidiary, Telerus. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services 2.0 is configurable to meet the specific needs of Sheriff's Office Facility. The standard option includes automation of inmate and Facility information to constituents who call the Sheriff's Office existing main telephone number and to inmates at Sheriff's Office Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only)
- ✓ Ability to provide for inmate information via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

viii. Prison Rape Elimination Act (PREA) Hotline

The Contractor shall establish and service the PREA hotline as required by pursuant federal law and regulation.

ix. Investigator Pro™

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of the Sheriff's Office.

x. THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. The Sheriff's Office use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMMUNITY FEATURE:

The Sheriff's Office has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. The Sheriff's Office acknowledges and understands that data from its Facility or Facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. The Sheriff's Office will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to the Sheriff's Office's access to and use of information obtained in connection with or through the THREADS™ application. The Sheriff's Office acknowledges and understands that the Sheriff's Office is solely responsible for its compliance with such laws and that Contractor makes no representation

or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Contractor shall have no obligation, responsibility, or liability for the Sheriff's Office's compliance with any and all laws, regulations, policies, rules or other requirements applicable to the Sheriff's Office by virtue of its use of the THREADS™ application.

2. The Sheriff's Office acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is the Sheriff's Office's obligation to keep all such accessed information secure. Accordingly, the Sheriff's Office shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Contractor promptly of any such unauthorized access or use that the Sheriff's Office discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by the Sheriff's Office within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. The Sheriff's Office understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." The Sheriff's Office further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that the Sheriff's Office shall not rely on Contractor for the accuracy or completeness of information obtained through the THREADS™ application. The Sheriff's Office understands and acknowledges that the Sheriff's Office may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Contractor reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Contractor determines in its sole discretion that the THREADS™ application and/or the Sheriff's Office's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Contractor may, upon written notice, suspend the Sheriff's Office's access to the THREADS™ application for a period not to exceed 5 business days.. If Contractor determines that the violation has not or cannot be cured within 5 business days, upon written notice, the Contractor may terminate the Sheriff's Office's access to the THREADS™ application and shall have no further liability or responsibility to the Sheriff's Office with respect thereto.

c. On-site Technician

The Contractor will provide the County with an on-site technician to perform the responsibilities set forth in the Contractor's RFP Response, which was incorporated by reference herein by paragraph 4 of this Exhibit D.

d. Call Recordings

The Contractor shall insure that all call recordings can be downloaded at anytime by the County in wave file and MP3 format. The Contractor shall also provide training to employees designated by

the Sheriff's Office on how to access, download and copy the recordings on an initial and as needed basis and upon request of the Sheriff's Office the on-site technician shall burn such recordings onto a compact disc for the Sheriff's Office.

e. Service

- i. The Contractor agrees to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels set forth below. All such maintenance shall be provided at the Contractor's sole cost and expense unless necessitated by any intentional misuse of, or destruction, damage, or vandalism to any premises equipment by County (not inmates at the Facilities), in which case, the Contractor may recoup at its option the cost of such repair and maintenance through either a Commission deduction or direct invoicing. The County agrees to promptly notify the Contractor in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by the County or a third party, then the Contractor shall have no obligation to repair or maintain such other devices or software.
- ii. Contractor will provide the County commercially reasonable notice, prior to any Technical Support scheduled maintenance or planned outage. The Contractor will make every attempt to provide a minimum of 24 hours notice and schedule maintenance or planned outage after 12:00 p.m. and before 7:00 a.m. eastern standard time. For the County's calls to Technical Support, the average monthly call answer time will generally be 120 seconds or less.
- iii. Upon receipt of County's report of a System Event, Technical Support will classify the System Event as one of the following four priority levels as described in the following chart:

Service Response Times and Escalations

	Service Priority Description	Response Time	Customer Communication Guideline	Escalations
P1	A P1 is our highest service level which is defined as 30% or more of the functionality of the System being adversely affected by the System Event. Examples of P1 service assignments would include items such as no voice prompts, features not operating appropriately, inability to burn CD's, issues with listening to live calls, inability to access S-Gate, all phones down.	Two (2) Hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved. • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival. 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request. • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
P2	A P2 assignment is defined as 5% to 29% of the functionality of the System being adversely affected by the System Event. Examples	Twenty-four (24) Hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved. 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure

	Service Priority Description	Response Time	Customer Communication Guideline	Escalations
	of a P2 service assignments would include items such as work station, specific system ports, LEC circuits, unblocks, block numbers, missing CDRs, call searching.		<ul style="list-style-type: none"> If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival. 	<p>appropriate resources are allocated to resolve the service request.</p> <ul style="list-style-type: none"> Technical Support Manager & Field Service Manager Technical Support Director & Field Service Director VP Service & Operations
P3	A P3 assignment is defined as less than 5% of the functionality of the System being adversely affected by a System Event. Single / multiple phones related issues. Examples of P3 service assignments would include items such as static on the phone, a party not being able to hear, unable to dial, a broken phone, dial pad not working, cut off switches not working, and inability to generate reports.	Seventy-two (72) Hours	<ul style="list-style-type: none"> Securus Technical Support Center notifies the facility when the service issue is resolved. If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival. 	<ul style="list-style-type: none"> If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request. Technical Support Manager & Field Service Manager Technical Support Director & Field Service Director VP Service & Operations

Notwithstanding the above when the County determines an emergency exists the Contractor will respond within two hours of receiving notification from the County of the existence of such an emergency.

iv. Response Process

In the event of a System Event, where the equipment is located on the County's premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact the County with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the Contractor's centralized SCP system, technical support will initiate remote diagnosis and correction of such System Event.

v. Performance of Service

All of the Contractor's repair and maintenance of the System will be done in a good and workmanlike manner at no cost to County except as may be otherwise set forth in this Agreement. Any requested modification or upgrade to the System that is agreed upon by the parties may be subject to a charge as set forth in this Agreement and will be implemented within the time period agreed by the parties.

vi. Escalation Contacts

The County's account will be monitored by the Contractor's applicable Territory Manager and Regional Service Manager. In addition, the County may use the following escalation list if the contractor's response time exceeds 36 hours: first to the Technical Support Manager

or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

vii. Notice of Resolution

After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact the County to confirm resolution. For a Priority 2 or 3 System Event, a member of the Contractor's customer satisfaction team will confirm resolution.

viii. Monitoring

The Contractor will monitor its back office and validation systems 24 hours a day, seven days a week.

ix. End-User Billing Services and Customer Care

The Contractor's Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, via chat by visiting Contractor's website at www.securustech.net, and by facsimile at 972-277-0714. In addition, the Contractor will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. The Contractor will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

x. Open workstations Exempted from Service Requirements

The above subparagraphs e.i through e.ix do not apply to any *Openworkstations* provided to the County by the Contractor, the maintenance of such is solely the responsibility of the County and the Contractor is under no obligation to provide any technical or field support services for such. For the services contemplated hereunder, the Contractor may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal) to the County: The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the County along with a three-year product support plan with the hardware provider.

End of Text for Exhibit D

Exhibit E
Payment Terms

1. General Payment Terms

- a. The Contractor shall perform all of the Services described in Exhibit "D" of this Agreement entitled "Description of Services" at absolutely no cost to the County.
- b. The Contractor shall pay the County as compensation for this License, and for the privilege of operating the telephones the monies listed in this Exhibit E.
- c. All remittances shall be made payable to the "Director of Telecommunications of Suffolk County" and sent not later than thirty (30) days after the end of the month to the Director of Telecommunications at the address set forth in Exhibit C of this Agreement entitled "Notices and Contact Persons"

2. Contractor's Staff

The County shall have the right to prior approval of the filling of any position now vacant or hereafter becoming vacant on the Contractor's staff and may, in the exercise of that right, promulgate reasonable regulations involving position control, which shall, when promulgated, be deemed to be incorporated by reference in and be made part of this Agreement.

3. Accounting Procedures

- a. The Contractor agrees to maintain accounts, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect revenues of any nature earned in the performance of the Agreement in accordance with generally accepted accounting principles and as may be promulgated by the Suffolk County Department of Audit and Control and any financial directives promulgated by the Sheriff's Office.
- b. The Contractor agrees to retain all accounts, records and other documents relevant to this Agreement for seven (7) years after its final commission payment to the County. Federal, State and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period.

4. Audit

The Contractor agrees that the County Comptroller and the Sheriff's Office shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under this Agreement. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to terminate this Agreement as further described in Paragraph 2 (C) of Exhibit A or suspend or partially withhold payments owed to the Contractor under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses underpayments by the Contractor to the County, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall remit the amount of such underpayment by check to the order of the Suffolk County Director of Telecommunications. If there is no response or if satisfactory payments are not made, the County may recoup underpayments from any amounts due or becoming due to the Contractor from the County under any other agreement (s) between the parties. The provisions of this subparagraph shall survive the expiration or termination of

the Agreement.

5. Comptroller's Rules and Regulations for Consultant Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of this Agreement. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreement" during the term of this Agreement.

6. Specific Payment Terms and Conditions

a. Collect/Debit Calls.

The Contractor will pay the County a commission (the "Commission") in the amount of the applicable Commission Percentage (as specified in the Facilities and Related Specifications chart below) of the applicable revenue base (as specified in the Facilities and Related Specifications chart below) that the Contractor earns through the completion of collect or debit calls placed from the Facilities. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, credits, and billing recovery fees are excluded from revenue to the Contractor. The Contractor shall remit the Commission for a calendar month to the County on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon County unless Contractor receives written objection within sixty (60) days after the Payment Date. Such sixty (60) day time limit shall not be applicable if the County's objection is the result of an audit performed pursuant to paragraph 4 of this Exhibit E. The County's payment address is as set forth in subparagraph 3 of Exhibit C of this Agreement. The County shall notify the Contractor in writing at least thirty (30) days prior to a Payment Date of any change in County's payment address.

Facility Name and Address	Type of Call Management Service	Collect and Debit Commission Percentage	Revenue Base for Calculation of Commission
Riverhead Correctional Facility 110 Center Drive Riverhead, NY 11901	SCP	86%	GROSS
Yaphank Correctional Facility Yaphank Avenue Yaphank, NY 11980	SCP	86%	GROSS

End of Text for Exhibit E

**Exhibit F
 Calling Rates**

Collect/Prepaid Collect*:

	<u>Per Call</u>	<u>Per Minute</u>
Local	\$1.75	\$0.1000
IntraLATA/Intrastate	\$1.75	\$0.2000
InterLATA/Intrastate	\$3.95	\$0.4000
InterLATA/Interstate(Collect)	--	\$0.2500
InterLATA/Interstate(Prepaid Collect)	--	\$0.2100

Debit*:

	<u>Per Call</u>	<u>Per Minute</u>
Local	\$1.75	\$0.1000
IntraLATA/Intrastate	\$1.75	\$0.2000
InterLATA/Intrastate	\$3.95	\$0.4000
InterLATA/Interstate	--	\$0.2100
International	\$4.00	\$1.0000

* Excludes taxes and other governmental fees

Exhibit G
Suffolk County Rate Commissions

Call Type	Collect Call Commission to County	Debit Call Commission to County
Local:	86.0%	86.0%
Intralata:	86.0%	86.0%
InterLATA	86.0%	86.0%
Interstate	0.0%	0.0%

First Amendment of Contract for Inmate Telephone Services

This is the First Amendment of Contract ("Contract") last dated June 26, 2015 between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Sheriff's Office ("Sheriff's Office"), located at Riverhead Correctional Facility, 100 Center Drive, Riverhead, New York 11901; and

Securus Technologies, Inc. ("Contractor"), having its principal place of business at 14651 Dallas Parkway, Suite 600, Dallas, Texas 75254.

The Contractor hereto desires to amend the Contract pursuant to a recent FCC Ruling, FCC Docket No. 12-375; FCC 15-136 (the "FCC Order") capping Contractor's Ancillary Service Charge (\$64.6030) allowable fees to County inmates and pursuant to the Public Service Commission of New York Telecommunications Services tariff effective June 20, 2016 .

Term of Contract: Shall continue as set forth in the Contract.

Total Cost of the Contract: No cost to the County, revenue shall continue as set forth in the Contract.

Terms and Conditions: Shall be as set forth in the Contract and this First Amendment of Contract.

In Witness Whereof, the parties hereto have executed this First Amendment of Contract as of the latest date written below.

SECURUS TECHNOLOGIES, INC.
By: [Signature]
Name: Robert Pickens
Title: President
Fed. Tax ID # 75-2722144
Date: 7-8-16

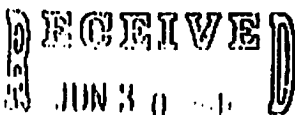
COUNTY OF SUFFOLK
By: [Signature]
Name: Dennis M. Cohen
Title: Chief Deputy County Executive
Date: 8/8/16

Approved as to Form:
Dennis M. Brown
Suffolk County Attorney

Approved:
Suffolk County Sheriff's Office
By: [Signature]
Name: Vincent F. DeMarco
Title: Sheriff
Date: 7-22-2016

By: [Signature]
Name: Niranjani G. Sagapuram
Title: Assistant County Attorney
Date: 8/4/16

Recommended:
By: [Signature]
Name: Michael Sharkey
Title: Chief of Staff
Date: _____



**Exhibit A-1
General Terms and Conditions**

Whereas, pursuant to the Contractor's response to a Request for Proposals ("RFP"), the Sheriff's Office executed a Contract (Law No. 21-SH-001) with the Contractor to provide an inmate telecommunication system, and provide telecommunications and maintenance services, with an initial term of May 1, 2015 through April 20, 2019, with one (1) two (2) year options to renew at the County's option; and

Whereas, as a result of the FCC Order, the Contractor desires to amend the Contract pursuant to Paragraph 32 of Exhibit A of the Contract, which reserves the rights of the parties to renegotiate or terminate the Contract upon sixty (60) days advance written notice if circumstances outside their control related to the Facilities (including, without limitation, changes in end users call rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God) negatively impact them.

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between this Article I-A and any other provision to the Contract, such other provision shall prevail unless it is expressly stated that this Article I-A shall prevail.

2. Contractor's Amended Calling Rates

Effective June 20, 2016, Exhibit F of the Contract is deleted in its entirety and replaced with Exhibit F-1, entitled "Calling Rates" which is attached hereto and made part of this First Amendment of the Contract. The Contractor desires to raise the per minute rate as specified in Exhibit F-1 for all calls, excluding interstate calls, in accordance with all applicable Federal laws, State and County laws and regulations. The Contractor shall exclude \$.1217 from commissions. This provision shall prevail over any conflicting provision in Law No. 21-SH-001. The Contractor will round this rate up to the nearest penny.

3. Comparable Lower Rates

If, prior to or during the term of this Contract, a comparable contract is executed between the Contractor and another municipality at a rate that is lower than the rate stated herein or results in a payment schedule that is more favorable than agreed to herein, the Contractor shall provide the County with the lower rate. The Contractor's Chief Financial Officer, or equivalent title, shall annually attest on a form prescribed by the County, to information relating to the foregoing.

4. The Contractor agrees to the following amended provisions in compliance with current County requirements:

Effective immediately, Exhibit B of the Contract is deleted in its entirety and replaced with Exhibit B-1, entitled "Suffolk County Legislative Requirements" which is attached hereto and made part of this First Amendment of the Contract.

5. Reversal of FCC Order

The Contractor shall agree that the call per minute rates shall automatically revert back to the call per minute rates established under Law # 21-SH-001 if the FCC or an appellate court reverses the current FCC Order regarding Ancillary Service Charges during the term of the Contract.

6. Contract Continues, As Amended

Except as herein amended, all other representations, terms and conditions of the Contract, are hereby ratified and confirmed to be in full force and effect.

End of Text for Exhibit A-1

**Exhibit A-1
General Terms and Conditions**

Whereas, pursuant to the Contractor's response to a Request for Proposals ("RFP"), the Sheriff's Office executed a Contract (Law No. 21-SH-001) with the Contractor to provide an inmate telecommunication system, and provide telecommunications and maintenance services, with an initial term of May 1, 2015 through April 20, 2019, with one (1) two (2) year options to renew at the County's option; and

Whereas, as a result of the FCC Order, the Contractor desires to amend the Contract pursuant to Paragraph 32 of Exhibit A of the Contract, which reserves the rights of the parties to renegotiate or terminate the Contract upon sixty (60) days advance written notice if circumstances outside their control related to the Facilities (including, without limitation, changes in end users call rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God) negatively impact them.

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

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In the event of any conflict between this Article I-A and any other provision to the Contract, such other provision shall prevail unless it is expressly stated that this Article I-A shall prevail.

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3. Comparable Lower Rates

If, prior to or during the term of this Contract, a comparable contract is executed between the Contractor and another municipality at a rate that is lower than the rate stated herein or results in a payment schedule that is more favorable than agreed to herein, the Contractor shall provide the County with the lower rate. The Contractor's Chief Financial Officer, or equivalent title, shall annually attest on a form prescribed by the County, to information relating to the foregoing.

4. The Contractor agrees to the following amended provisions in compliance with current County requirements:

Effective immediately, Exhibit B of the Contract is deleted in its entirety and replaced with Exhibit B-1, entitled "Suffolk County Legislative Requirements" which is attached hereto and made part of this First Amendment of the Contract.

5. Reversal of FCC Order

The Contractor shall agree that the call per minute rates shall automatically revert back to the call per minute rates established under Law # 21-SH-001 if the FCC or an appellate court reverses the current FCC Order regarding Ancillary Service Charges during the term of the Contract.

6. Contract Continues, As Amended

Except as herein amended, all other representations, terms and conditions of the Contract, are hereby ratified and confirmed to be in full force and effect.

End of Text for Exhibit A-1

Exhibit F-1
Calling Rates

Collect/Prepaid Collect*:

	<u>Per Call</u>	<u>Per Minute</u>
Local	\$0.00	\$0.50
IntraLATA/Intrastate	\$0.00	\$0.50
InterLATA/Intrastate	\$0.00	\$0.50
InterLATA/Interstate(Collect)	\$0.00	\$0.25
InterLATA/Interstate(Prepaid Collect)	\$0.00	\$0.21

Debit*:

	<u>Per Call</u>	<u>Per Minute</u>
Local	\$0.00	\$0.50
IntraLATA/Intrastate	\$0.00	\$0.50
InterLATA/Intrastate	\$0.00	\$0.50
InterLATA/Interstate	\$0.00	\$0.21
International	\$4.00	\$1.00

* Excludes taxes and other governmental fees

End of Text for Exhibit F-1

Exhibit B-1

Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled
"Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

3. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article 11 of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and

whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

4. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

5. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded

by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

6. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

7. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

8. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

9. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

10. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

11. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

12. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

13. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit B-1