

EXHIBIT 15

Screening Out Family Time:
The For-Profit Video Visitation Industry in Prisons and Jails

Travis County, Texas Securus Contract

PRISON
POLICY INITIATIVE

#17



Travis County Commissioners Court Agenda Request

FILED FOR RECORD

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DAVA DEBBARDY, JR.
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Meeting Date: October 30, 2012
Prepared By/Phone Number: Scott Wilson/854-1182
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 8 to Contract No. 4500000031 (H.T.E. Contract No. 07T00173VC), Securus Technologies, Inc., for Inmate Pay Phone Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This modification will provide a new Video Visitation Service to the community through Travis County Sheriff's Office (TCSO). TCSO currently has two (2) video visitation systems that are not integrated. One of these systems is located in a maximum security building and has been in place for over eight (8) years. The other system is located in Building 12 and only has access to the visitation building at Travis County Correctional Complex (TCCC). This new Video Visitation Service will replace both of the existing systems and increase the number of video visitation systems to include the other housing units in TCCC and Travis County Jail (TCJ) and provide the capability to have a video visitation over the internet to allow the friends and family of the inmates to remain at home instead of traveling to these facilities. This new service will be provided at no cost to the County.

According to the Statement of Work, 184 video devices will be installed at TCCC and TCJ, which will generate additional revenue. This revenue will be based on 23% of the gross revenue generated by these systems. Each video session will last up to twenty (20) minutes and the cost to friends and family will be \$20. However, if friends and family travel to the TCCC or TCJ, their video visitation will be free. TCSO will allow free video sessions for all attorneys' visitations. During the first three (3) months after completion of installation of equipment in all buildings, inmates may receive one free video visitation.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

This video visitation solution does not meet TCSO requirements in regards to attorney visits, which allow attorneys free video sessions from 9:00 A.M. to 3:00 P.M. However, TCSO has requested that the vendor develop and implement a solution to allow attorneys to have access for free video sessions during this time period. This solution is scheduled to be deployed within twelve (12) months of this Contract Modification.

Modification No. 7, approved by Commissioner's Court on April 17, 2011, added an Automated Information Services (AIS) Solution.

Modification No. 6, approved by the Purchasing Agent on October 27, 2011, extended the contract through October 31, 2012.

Modification No. 5, approved by Commissioner's Court on October 19, 2010, extended the contract for another twelve (12) months through October 31, 2011 and add the FCC2 functionality.

Modification No. 4, approved by the Purchasing Agent on September 27, 2010, extended the contract through October 31, 2010.

Modification No. 3, approved by the Purchasing Agent on September 29, 2009, extended the contract through September 30, 2010.

Modification No. 2, approved by Commissioner's Court on November 25, 2008, lowered the Annual Guarantee Revenue from \$1,600,000 to \$1,100,000.

Modification No. 1, approved by the Purchasing Agent on September 24, 2008, extended the contract through September 30, 2009.



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

700 Lavaca, Suite 501A, P. O. Box 1748, Austin, Tx 78767 (512) 854-9372 Fax (512) 854-4401

DATE: September 28, 2012

MEMORANDUM

TO: Cyd Grimes, C.P.M.-Travis County Purchasing Agent

FROM: Walter LaGrone, Interim Chief Information Officer

A handwritten signature in black ink, appearing to read "Walter LaGrone". The signature is written in a cursive style.

SUBJECT: Recommendation to Modify the Inmate and Pay Phone Services Contract, No. 07T00173VC with Securus Technologies to add the services of a Video Visitation system.

Proposed Motion:

Recommendation to Modify the Inmate and Pay Phone Services Contract, No. 07T00173VC with Securus Technologies to add the services of a Video Visitation system.

Summary and Staff Recommendation:

Travis County Sheriff Office, through ITS and Securus, recommends offering additional upgraded video visitation services to the community. TCSO currently has two video visitation systems that are not integrated. One of these systems is located in a maximum security building and has been in place for over 8 years. The other system is located in Building 12 and only has access to the visitation building at TCCC. The new system upgrade that is being proposed by Securus will replace both of these systems and increase the number of video visitation systems to include the other housing units in TCCC and TTCJ and provide the capability to have a video visitation over the internet to allow the friends and family of the inmates to remain at home instead of traveling to these facilities. This new system upgrade will be provided at **no cost** to Travis County by Securus.

Budgetary and Fiscal Impact:

Securus will be adding 184 devices at these two facilities at no cost to Travis County. Additional revenue to be realized by Travis County will be based on 23% of the gross revenue generated by these systems. Each video visitation session will last up to 20 minutes, the cost to friends and families is \$20.00, and based on the 23% of gross revenue, this will provide \$4.60 in revenue per session to Travis County. However, if friends and families travel to the Travis County Correctional Complex or Travis County Jail, their video visitation will be free. TCSO will allow free video sessions for all attorneys' visitations. During the first three months after completion of installation of video visitation equipment in all buildings, inmates may receive one free video visitation.

Issues and Opportunities:

TCSO video visitation system is past its useful life and needs to be upgraded. Securus approached Travis County to offer video visitation at no cost. If Travis County installed a similar solution, it would cost over \$750,000 in servers, video equipment, storage devices, and network hardware. Securus, TCSO and ITS anticipate this will be operational within six months after the approval of this contract modification.

Additionally, the Securus system does not meet TCSO requirements in regards to attorney visits. TCSO's requirement is to allow attorneys free video sessions from 9am to 3pm. TCSO has requested Securus to develop and implement a solution to allow Attorneys to have access to free video sessions from 9am to 3pm, instead of free video visitations anytime. This solution is scheduled to be deployed within 12 months of this contract. There will be another contract modification that will be added to this contract when those requirements are finalized.

Background:

Securus and its predecessor companies have served Travis County as its inmate phone vendor for more than 10 years. The current agreement was approved by Commissioners Court on August 28, 2007 pursuant to RFP # P070173-VC issued on April 2, 2007. The agreement provides for an annual guaranteed payment as prepaid commission for inmate phone services, commissions from pay phones and video visitation sessions at County facilities, and funds for a Contract Liaison. This service provides telephone access privileges for Travis County inmates and additionally serves as a management tool for inmate populations. This service additionally provides the opportunity for providing Travis County with other products or services that will enhance the Sheriff's operation and assist the friends and families communicate with inmates held in the Travis County Jail.

Required Authorizations:

LEGAL:	Barbara Wilson, County Attorneys Office
PURCHASING:	Bonnie Floyd, Scott Wilson, Purchasing Department
BUDGET:	Katie Gipson, Planning and Budget Office

Cc: Sheriff Greg Hamilton, TCSO; Major Darren Long, TCSO; Captain Lisa Brown, TCSO;
Tanya Acevedo, ITS; Rod Brown, ITS

#17 10-30-12

MODIFICATION OF CONTRACT NO. 450000031 (07T00173VC) for Inmate Pay Phone Services

PAGE 1 OF 8 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. STE 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Scott Wilson TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 18, 2012
ISSUED TO: Securus Technologies, Inc. Attn: Robert Pickens 14651 Dallas PKWY, Ste. 600 Dallas, Texas 75254	MODIFICATION NO.: 8	EXECUTED DATE OF ORIGINAL CONTRACT: August 28, 2007

ORIGINAL CONTRACT TERM DATES: ~~October 1, 2007 through September 30, 2008~~ CURRENT CONTRACT TERM DATES: ~~November 1, 2011 through October~~

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 1,600,000 Current Modified Amount \$

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This modification is made by Securus Technologies, Inc. ("Contractor") and Travis County, Texas ("County").

Recitals

When County distributed a Request for Proposals (RFP # P070173-VC) from qualified companies for the delivery of inmate and public pay telephone services and other communications services for the Travis County Jail System, Contractor submitted the proposal that was determined to be the best evaluated offer for inmate and public pay telephone services and other communications services for the Travis County Jail System. The Contractor has offered to implement Video Visitation in the Travis County Jail System in consideration for the opportunity to earn the fees payable for its use. The functionality Contractor has offered is to be integrated with the existing County systems. Now, therefore, the Contractor and County agree as follows:

Amendment

1. AMENDMENT OF ANNUAL GUARANTEED PAYMENT. Pursuant to Attachment D, section 12, effective November 1, 2012, section 4.0 is amended by adding the following sections 4.14 through 4.16 at the end of subsection 4.13.

4.14 Commission on Video Visitation. Gross revenue shall be determined without consideration of whether (a) the revenue is collected after the visitation is originated or through prepaid collect services, (b) the revenue is not collectible, or (c) the visitation cannot be billed at all. Contractor shall pay County 23% of the gross revenue resulting from video visitation service from the date that Video Visitation is installed until the end of the contract.

Notes to Vendor:
[x] Complete and execute (sign) your portion of the signature block section below for all copies and return signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Securus Technologies</u>		<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE		<input type="checkbox"/> CORPORATION
BY: <u>Robert Pickens</u> PRINT NAME		<input type="checkbox"/> OTHER
TITLE: <u>CO</u> ITS DULY AUTHORIZED AGENT		DATE: <u>10-20-12</u>
TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., C.P.P.O., TRAVIS COUNTY PURCHASING AGENT		DATE: <u>10/30/12</u>
TRAVIS COUNTY, TEXAS BY: <u>Samuel T. Biscoe</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		DATE: <u>10-30-12</u>

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4.15 Payment Contractor shall pay County monthly by the twenty-fifth of each month the amount of the commissions earned from Video Visitation services during the preceding month ending on the last day of each month.

4.16 Report of Revenue and Commissions Each month Contractor shall send County reports that detail the revenue and commissions earned the previous month in a format acceptable to both County and Contractor no later than the twenty-fifth business day of each month. The report shall include at least the following information in both paper and electronic format through the intranet or internet:

- 4.16.1 number of video visitations,
- 4.16.2 the duration of each visitation,
- 4.16.3 gross revenue for visitations, and
- 4.16.4 commission related to the revenue for visitations.

4.17 Delivery of Report of Revenue and Commissions County acknowledges that the Report of Revenue and Commissions for the first two months of operation of the video visitation may be delayed until the third month and such delay is not a breach of this agreement.

2. **AMENDMENT OF VALUE ADDED SERVICES.** Pursuant to Attachment D, section 12, effective November 1, 2012, the contract is amended by adding the following section 13B VIDEO VISITATION SERVICES at the end of section 13A.0

13B VIDEO VISITATION SERVICES

13B.1 Description of VIDEO VISITATION Contractor shall perform in a timely manner the VIDEO VISITATION activities described and listed in the Statement of Work attached to Modification 8 of Contract Number 07T00173VC and incorporated in this contract for all current and future County correctional properties, buildings, and facilities in accordance with the terms and conditions of this contract, in compliance with the assurances, certifications, and all other statements made by Contractor in its Statement of Work.

13B.2 Hardware For use in the VIDEO VISITATION system, Contractor shall provide the hardware at each of the locations and in each of the quantities indicated in the Statement of Work.

13B.3 Installation Contractor shall ship and set up the units network for the VIDEO VISITATION service in compliance with the Statement of Work attached to Modification 8 of Contract Number 07T00173VC. Contractor shall set up units as soon as reasonably practicable after these are delivered by the manufacturer.

13B.4 Marketing VIDEO VISITATION Contractor shall provide in a form mutually agreeable to Contractor and County

13B.4.1 adequate flyers to be distributed to inmates and their attorneys, friends and family members

13B.4.2 posters to place in public areas in the jail to advertise VIDEO VISITATION and

13B.4.3 adequate pamphlets to educate inmates and their attorneys, friends and family members in the procedures for using VIDEO VISITATION.

13B.5 Rates Where a fee applies, the rate for VIDEO VISITATION shall be a fee of \$20.00 for a 20 minute visitation for each remote visitation unless the rate is modified in compliance with this section 13B and is charged to the person scheduling the visitation. Visitation sessions may be scheduled by friends or family. On premises visitations are provided free of charge. Attorney video visitations are provided free of charge from 9:00 am to 3:00 pm on Monday through Friday All other visits by attorneys will be charged at standard visitation rate. However, until functionality is fully developed and implemented, attorney visits will be free of charge. The time parameter functionality will be developed within 12 months of signing of contract and Statement of Work. During the installation period and the first three months after completion of installation of video visitation equipment in all buildings, inmates may receive one free video visitation. To receive the free visitation, inmates must enter their unique PIN number so Contractor can track which inmates have received the free visitation. After all video visitation system equipment has been installed for three (3) months, all video visitations are charged at standard rates.

13B.6 Notice of Rate Increases Contractor shall give County at least 60 days written notice of any request for an increase in rates. The rate may be adjusted with the approval of the Commissioners Court based on the actual cost which depends on the number of endpoints installed, bandwidth requirements, and number of simultaneous users. Contractor shall not modify the rates for VIDEO VISITATION unless the Travis County Commissioners Court approves the implementation and amount of the increase in writing. Contractor shall provide County with enough copies of a formal statement of the notice of increases that is suitable for distribution to the inmate population for redistribution by them so that they can notify their families by mail or telephone.

13B.7 Damages for Failure to Notify of Rate Increases Contractor specifically acknowledges that County will sustain damages for each day the increase is implemented without notice to the persons required to pay for the VIDEO VISITATION with inmates due to additional work required to respond to inquiries and complaints from families of the inmate population and that it is impractical and extremely difficult to ascertain the amount of these damages. Contractor acknowledges that 100% of the increase in revenue is a reasonable amount for the damages incurred. If Contractor fails to notify County in compliance with this paragraph, Contractor shall pay County 100% of the increase in revenue earned from the date of the increase until 60 days after County learns of the increase as liquidated damages for increased costs and reduced productivity incurred as a

result of responding to complaints from call recipients. Any right or remedy in this paragraph shall not preclude the exercise of any other right or remedy under this Contract, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy.

13B.8 Recorded video visitation sessions are stored in a hosted environment for 60 days. Video of evidentiary value and those used in criminal investigations are be stored until the Travis County Sheriff's Office determines it is no longer necessary. Remote access to the video must be granted for administrative and criminal investigative purposes.

3. AMENDMENT OF ATTACHMENTS. Pursuant to Attachment D, section 12, effective November 1, 2012, the contract is amended by adding the following sub-subsection at the end of section 18.1.12:

18.1.13 Attachment N, Statement of Work (3 pages) attached to Modification 8 of this Contract Number 07T00173VC

4. AMENDMENT OF ATTACHMENTS. Pursuant to Attachment D, section 12, effective November 1, 2012, the contract is amended by deleting section 18.2 in its place:

18.2 Resolution of Conflict in Document If there is any conflict within this contract, it is to be construed so that:

18.2.1 The modification executed on the latest date overrides all previous modifications.

18.2.2 Modifications of the part of the initial contract in which this subsection is located override that part of the initial contract.

18.2.3 The part of the initial contract in which this subsection is situated overrides all attachments;

18.2.4 Attachment D overrides Attachments A, B, C, F, G, H, I M; and N

18.2.5 Attachment E overrides Attachments A, B, C, F, G, H, and I;

18.2.6 Any conflict within Attachments A, B, C, H M or N results in the application of the provision most favorable to County;

18.2.7 Attachments A, B, C, H M and N override Attachments F, G and I;

18.2.8 Attachment F and I override Attachment G;

18.2.9 Attachments J, K, and L are forms completed by Securus and are used only to determine compliance with provisions of the part of the contract and other

attachments.

5. INCORPORATION OF SOW Attachment N, the Statement of Work composed of 3 pages and attached to this Modification 8 of Contract Number 07T00173VC is made part of this contract and constitutes promised performance by Contractor in accordance with 3.0 of this contract.

6.0 INCORPORATION AND RATIFICATION. Contractor and County hereby incorporate this amendment into the contract as amended by Modifications One Two, Six, and Seven. Contractor and County hereby ratify all of the terms and conditions of the Contract as amended.

Statement of Work – Implementation of AIS and Video Visitation

Statement of Work – Implementation of Video Visitation

Video Visitation Units

The video visitation units are to provide the opportunity for onsite and at home visitation sessions with inmates by attorneys and friends and family members. Visitation sessions should be scheduled online or via lobby visitation unit prior to participation.

Installation of video visitation units by Contractor includes the implementation and development of the following items at no cost to County:

Video Visitation Deliverables:

Install up to 184 video visitation units, which includes 1 lobby unit and at least 1 unit per pod in the Travis County Jail and 20 units in the visitation center. The minimum total visitation units including lobby and visitation center will be 184. This includes all required cabling and all software and hardware including the Control and Scheduling Software.*	Provide the capability for remote attorney visitation at no charge during the hours of 9:00am to 3:00pm Monday thru Friday, with this time parameter functionality implemented within 12 months of signing this modification.
Provide all visitation units with the ability to record visits no later than four months from the contract modification signature date.	Integrate to the JMS using Web Services for visitation scheduling and completed visitation information – See Data Deliverables for details and responsibilities.
	Provide browser enabled utility to allow Friends and Family to visit using internet browser no later than four months after contract signature date.

*Installation begins with at least one unit per Pod. Additional units are installed based on utilization rates.

Video visitation units are intended to provide at home remote visitation sessions.

All Maintenance and cabling for the video visitation system is included at no charge to the county for the term of the agreement.

Contractor provides training and training manuals for use and administration of the system to

Statement of Work – Implementation of AIS and Video Visitation

include remotely accessing recorded video.

Video visitation sessions must remain on Contractors network and cannot ride the County network.

Contractor must be PCI (Payment Card Industry) compliant.

Data Deliverables:

County provides Three Web Services for Contractor to communicate with County information systems:

- A Web Service for In Custody list requests
- A Web Service containing only inmate housing information and visitation eligibility for a specific inmate, and
- A Web Service to confirm completion of visits.

County provides a Web Service Definition Language (WSDL) to Contractor to develop an XML format, through a secure connection over HTTP.

When Contractor provides an initial request for an In Custody list of all inmates in Travis County Correctional System, County provides Contractor the first Web Service with the following data to make up an In Custody List:

- Jail ID- unique ID for inmate which spans multiple booking records.
- Booking No – Unique number for a specific booking record
- Inmate Name (Last Name, First Name Middle Name)
- Date of Birth
- Housing Facility – Building Location
- Housing Floor – Floor or Unit Location
- Housing Cell – Specific Cell Location

Contractor provides a second request to County for a specific Inmate Lookup through a Query by Booking Number.

County provides the second Web Service to Contractor which contains only the following specific inmate housing location and visitation eligibility.

- Housing Facility – Building Location
- Housing Floor – Floor or Unit Location

Statement of Work – Implementation of AIS and Video Visitation

- Housing Cell – Specific Cell Location
- Disciplinary Restriction – returns Y/N. Visitation Allowed with friends and family only if Disciplinary Restriction is "N". "Y" indicates subject is NOT allowed visitation with friends and family. NOTE – Official visits with attorney are allowed regardless of disciplinary status.
- Free On-Site visitation allowed with friends and family – returns Y/N. NOTE – Paid remote visits with friends and family are allowed as long as inmate is not on Disciplinary Restriction.

Contractor must provide a confirmation to a third Web Service at County when the visit is complete with the following data:

- Booking Number – Unique number for a specific booking record
- Inmate Name
- Date Visit Completed
- Time Visit Completed
- Visitor Name
- Type of Visit (for example: free on premise, free attorney, 1st free visit, paid visit)

County responds with the third Web Service for acknowledgement of the receipt of the completed visit Web Service with the following data:

- Time Confirmation Received
- Date Confirmation Received

If the web service is unavailable or the contractor does not get a "Visitation Complete" confirmation, the information shall be stored by the contractor for follow-up submission.

Project Timeline for Video Visitation:

The installation time frame for the visitation units is approximately 4 months. The actual installation commences as the equipment is delivered in satisfactory condition. Contractor shall ensure completion of the installation of the cabling and conduit needed for each building within two weeks after that installation begins in that building.