

CITY COUNCIL
CITY OF NEW YORK

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TRANSCRIPT OF THE MINUTES

Of the

COMMITTEE ON CRIMINAL
JUSTICE

Jointly with the

COMMITTEE ON CONTRACTS

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HELD AT: COUNCIL CHAMBERS, CITY HALL

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Julie Won, Chairperson

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A P P E A R A N C E S (CONTINUED)

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1
2 SERGEANT AT ARMS: Good morning and welcome to
3 today's New York City Council hearing from for the
4 Criminal Justice joint with Contracts. Please
5 silence all cell phone electronic devices. Please do
6 not approach the dais. If you wish to testify you
7 need to fill out an appearance card in the front of
8 the room. If you wish to submit testimony via email,
9 you can do so at Testimony@council.NYC.gov. Once
10 again, do not approach the dais. Chair, we're ready
11 to begin.

12 CHAIRPERSON NURSE: Good morning. Thank you all
13 for being here today. I'm councilmember Sandy nurse
14 and I'm honored to convene this joint hearing with
15 the Committee on Criminal Justice and the Chair of
16 the Committee on Contracts councilmember Julie Won.

17 Today, we're here to examine the New York
18 Department of Corrections contracting of jail
19 services, with a focus on transparency,
20 accountability, and a fair treatment of people in
21 custody. We will also be discussing Introduction
22 number 825, legislation that seeks to ensure
23 detainees receive the remaining funds in their
24 commissary accounts upon release.

25

1
2 The city's contracting process is meant to ensure
3 that taxpayer dollars are spent efficiently and
4 equitably. However recent reports raised serious
5 concerns about how DOC procures services for
6 commissaries, phone systems, and tablets within our
7 jail facilities. The reliance on emergency no-bid and
8 negotiated contracts, often with limited oversight
9 has Reportedly led to inflated costs, service
10 disruptions, and a lack of accountability from
11 vendors. For example, the Keefe group's commissary
12 contract has been extended despite documented issues,
13 included inflating prices, missing or expired goods,
14 and a rise in grievances from people in custody.

15 Similarly DOC's phone contract with Securus
16 Technologies has faced scrutiny for privacy
17 violations and cost concerns.

18 Beyond these systemic procurement issues We must
19 also address the millions and unclaimed commissary
20 funds that remain in limbo funds that rightfully
21 belong to individuals who have been held pretrial
22 without a conviction or who have paid their debt to
23 society. Introduction number 825 aims to correct
24 this by ensuring that funds are returned in cash at
25 the time of release, preventing unnecessary delays

1
2 and bureaucratic hurdles. We look forward to hearing
3 from you all and having a discussion. And now I will
4 turn it over to Chair Won to give her opening
5 remarks.

6 CHAIRPERSON WON: Thank you, Chair Nurse, for co-
7 chairing this hearing on essential services for
8 people incarcerated in New York City's custody. My
9 name is Julie Won, and I chair the Committee on
10 Contracts.

11 Today, our committees examine contracts on
12 vendors who provide inmates at jail cells with
13 crucial links to the outside world and basic
14 comforts. In particular, we want to take a look at
15 the work done by Keefe Group, a national company that
16 has provided commissary services at city jails since
17 2021, as well as Securus, which handles electronic
18 communications and technology for inmates.

19 The Department of Corrections began working with
20 these outside vendors with the worthy goals of
21 modernizing city jails, reducing risk of contraband,
22 and improving services for inmates and their loved
23 ones. But reporting and local outlets have raised
24 questions about whether the new systems implemented
25 by Keefe and Securus are working as promised, with

1 serious consequences for inmates' comfort and civil
2 rights.
3

4 Possible shortfalls raise questions about whether
5 these vendors are meeting their contract obligations
6 or whether the Department of Corrections has been
7 doing adequate oversight and accountability.

8 City watchdogs have long raised concerns about
9 these Department of Correction contracts. The Keefe
10 Group contract, in particular, has been subject to
11 criticism from the Comptroller, who has refused to
12 approve the contract before being overruled by the
13 administration.

14 The city hired the Keefe Group during the early
15 days of COVID-19 pandemic when city jails were racked
16 by mass absenteeism, which created emergency staffing
17 needs that had to be filled by outside vendors like
18 Keefe. But as the crisis passed, the contract was
19 renewed without a competitive bid. And in the years
20 since, local media have reported that commissary
21 systems run by Keefe sometimes fails to correctly
22 deliver goods to inmates or provide adequate refunds
23 for botched orders as well as price gouging.

24 We want to understand why the Department of
25 Corrections settled on Keefe without a competitive

1 bid process, and what kind of oversight has been done
2 to ensure that the city gets the service to which it
3 is entitled.
4

5 Corrections officials testified earlier this year
6 that the typical competitive bidding process wouldn't
7 have been efficient in this case and could have
8 disrupted commissary functions. But the system they
9 have settled on is a subject of a record of volume of
10 complaints. So, how did they decide to stick with
11 Keefe?

12 Before we begin, I'd like to thank the committee
13 staff, senior counsel, Chris Sartori, policy analyst
14 Alex Yablon, and finance unit head Owen Kutowski and
15 Jack Story for their hard work in putting today's
16 hearing.

17 I'll turn it back over to Chair Nurse and the
18 Committee Counsel to administer the oath.

19 CHAIRPERSON NURSE: Thank you, Chair Won. I also
20 want to thank our committee staff, Natalie, here.

21 I want to acknowledge we've been joined by
22 council members Bottcher, Marte, Narcisse, Ayala, and
23 we have council member Cabán online.

24 Now I'll turn it over to... Okay, we will now
25 call representatives of the administration to

1 testify. We'll be hearing testimony from the
2 Department of Correction, General Counsel James
3 Conroy, Deputy Commissioner Nell McCarty, and Althea
4 Samuels. Once you are settled, I will turn it over
5 to Committee Counsel to administer the affirmation.
6

7 COMMITTEE COUNSEL: Do you affirm to tell the
8 truth... Can you raise your right hands, please?

9 Do you affirm to tell the truth, the whole truth,
10 and nothing but the truth before this committee and
11 to respond honestly to council member questions?

12 PANEL: Yes.

13 COMMITTEE COUNSEL: You may begin.

14 MR. CONROY: Good morning, Chairs Nurse and Won,
15 and members of the committees on criminal justice and
16 contracts. My name is James Conroy, and I'm the
17 Deputy Commissioner of Legal Matters and General
18 Counsel for the New York City Department of
19 Correction.

20 The department partners with a network of
21 experienced and dedicated providers to deliver goods
22 and services, programmatic support and skill
23 building, and help in the transition back into the
24 community for those in our care. Those vendors and
25 the DOC staff who support them and enhance their

1 work-- support and enhance their work, are a critical
2 part of maintaining a safe and humane jail system
3 with modern practices and amenities. The department
4 currently has over 100 registered contracts covering
5 a vast range of needs and services.
6

7 Today, we would like to highlight three jail-
8 based services in particular: telephone, tablet, and
9 commissary services.

10 The department works in close collaboration with
11 the Mayor's Office of Contract Services, MOCS, on all
12 matters related to procurement. The department
13 follows established citywide procurement protocols
14 and utilizes the city's passport portal in the same
15 matter as other city agencies.

16 Given the nature of our work and the vulnerable
17 population we serve, we recognize the importance of
18 transparency and accountability when selecting and
19 partnering with vendors. Our goal is to ensure that
20 the goods and services provided to those in our care
21 are fair, valuable, and equitable. When selecting
22 vendors that provide goods and services, the
23 department carefully considers the associated costs.

24 Unlike many other jurisdictions, the Department
25 of Correction does not engage in revenue sharing with

1 vendors, a common practice that can lead to predatory
2 and exorbitant pricing. When selecting vendors and
3 negotiating prices, the Department of Correction
4 works to reduce or eliminate any type of fees where
5 possible and to ensure that pricing is in line with
6 fair market rates as they exist in the community.
7

8 Telephone services are provided at no cost to
9 people in custody and to those that receive their
10 calls.

11 Following the new admission process, each
12 individual in our care is assigned a tablet at no
13 cost, excuse me-- at no cost with telephone service
14 capabilities as well as a wide range of free
15 informational, educational, and entertainment media,
16 including eBooks, religious and law library services,
17 and a commissary ordering application. Individuals
18 can order items through commissary such as food,
19 makeup, and brand name hygiene items that are
20 delivered directly to their assigned housing area.
21 Items are priced at fair market rates based on
22 comparisons with prices found in the community and
23 with no associated fees.

24 Items that are not within market rates are not
25 permitted on their menu. Item prices are set for the

1 duration of the contract and can only be raised with
2 the express consent of the department. The
3 department's goal is to make sure that our
4 contracting process is thorough, fair, and consistent
5 with citywide policies while at the same time
6 ensuring that the needs of the agency and the people
7 in our care are met.

8
9 The department has enhanced its contract review
10 process to include a second level review of all
11 contract submissions, which is conducted by the
12 agency chief contracting officer and the senior
13 deputy agency chief contracting officer.

14 Additionally, the Department of Correction is
15 exploring establishing a contract compliance auditing
16 process to reinforce our existing practices to ensure
17 compliance. The department's procurement unit
18 participates in training sessions and refresher
19 courses on citywide procurement policies and
20 procedures to ensure compliance with established
21 citywide policies.

22 Of course, the department is aware that a limited
23 number of vendors that operate in the jails have
24 engaged in problematic practices in the past and has
25 taken these into concern, excuse me-- these concerns

1 into account when drafting contracts with those
2 vendors and designing policies related to their
3 services.
4

5 In 2023, the Department of Investigation released
6 a report related to the telephone services provider's
7 unintentional recording of privileged phone calls,
8 causing breaches of attorney-client privilege for
9 some persons in custody. Well before the report was
10 released, the Department of Correction had placed the
11 provider on a closely monitored corrective action
12 plan to address the unique issues that arose in this
13 incident.

14 As noted in the report, the vendor worked quickly
15 and transparently with the department to correct the
16 issue and implemented safeguards to prevent future
17 problems. Since the remedial measures were put into
18 place, all privileged telephone communications have
19 been handled legally and appropriately.

20 Additionally, we are aware of criticisms relating
21 to the vendor providing commissary services in our
22 facilities. However, the department receives very
23 few complaints related to commissary services. Less
24 than 1% of orders are associated with a grievance,
25 and works with people in custody to quickly resolve

1 any issues that may arise. The vast majority of
2 these complaints are related to delivery status or
3 about accessing accounts to place an order. Very
4 few, if any, grievances are related to product prices
5 or quality.
6

7 Similarly, we have found that we receive very few
8 complaints regarding tablet services relative to the
9 scale of the operation. Complaints that are received
10 are addressed quickly by dedicated members of our
11 staff.

12 Contracting with a vendor to provide commissary
13 services allows for the department to leverage the
14 vendor's resources to minimize department staff
15 directly involved in providing commissary to the
16 population, allowing the Department of Correction
17 personnel to remain dedicated to ensuring safety in
18 the facilities. The individuals look forward to
19 these orders each week and any disruption or stop in
20 service would have adverse effects on those in our
21 care as well as the staff who work in the jails. The
22 vendor is able to provide a broader range of stock
23 products than the department was able to offer when
24 self-servicing the commissary orders. Consequently,
25

1 people in our care consistently receive the items
2 that they want and order.

3
4 Turning to the legislation being heard today,
5 Introduction 825, would require the department to
6 return all unused commissary funds to individuals
7 prior to them leaving custody. We share the
8 council's goal of ensuring that individuals can
9 access and claim their funds when leaving custody so
10 that those funds are not abandoned.

11 However, the policies proposed through this
12 legislation would not achieve that goal, and further
13 would put people being discharged from custody as
14 well as city employees at significant risk of harm.
15 The department provides several avenues for
16 individuals to collect their institutional funds
17 prior to or during discharge. Individuals can
18 collect up to \$200 in cash immediately upon discharge
19 and can request a check for any remaining funds.

20 Individuals can also collect their funds in the
21 same manner for up to 120 days following discharge at
22 any of the department's cashier windows.

23 Additionally, individuals can arrange to have their
24 institutional funds transferred to a loved one in the
25 community at any point prior to discharge. This bill

1
2 proposes that individuals leaving custody, some of
3 whom have several hundred or even thousands of
4 dollars in their institutional account, be provided
5 with those funds in full, in cash.

6 The resources needed to ensure that this amount
7 of cash could be kept on site at each DOC cashier
8 window 24 hours a day, seven days a week, would be
9 insurmountable from an operational, infrastructure,
10 and security perspective. The cashier windows may
11 become targets for criminal acts, as would every
12 individual being handed large sums of money in cash
13 at these sites. Even if the department could
14 reasonably and safely operationalize the bill as
15 written, our data shows that the \$200 cash cap does
16 not appear to be the barrier for the vast majority of
17 individuals collecting their funds at discharge.

18 Nearly 70% of individuals who do not claim their
19 funds when leaving custody have \$100 or less
20 remaining in their accounts. We would like to work
21 with the council on an alternate plan to resolve the
22 longstanding issue of unclaimed commissary funds that
23 addresses the root cause of the issue and does not
24 present any of the safety concerns noted.

1 Overall, we believe that the telephone, tablet,
2 and commissary services offered by these vendors are
3 of immense value to the people in our care and to
4 their loved ones in the community. Free and
5 accessible phone calls mean that people can stay
6 connected with their families and maintain the
7 critical social networks that will support them in
8 successfully reintegrating into their communities.
9

10 Since 2022, people in custody have had the
11 ability to make free phone calls using their tablets,
12 providing greater access to phone services and, in
13 turn, more opportunities to stay connected. Tablets
14 offer not only entertainment and reduce idleness, but
15 also connect individuals to important services and
16 educational resources without having to leave their
17 housing areas or wait for a scheduled program.

18 These serve as critical tools to a holistic
19 approach to violence reduction and behavior
20 management, which supports safer, more humane jails.
21 We share the council's goal of ensuring that these
22 those in the department's care have access to high
23 quality services that are delivered ethically and
24 transparently, and that comply with all contractual
25 legal and regulatory obligations. We believe our

1 vendors have been critical in supporting the
2 department and moving towards a more modern and
3 efficient operation, which not only benefits the
4 people in custody and DOC staff, but the city as a
5 whole.
6

7 Thank you for the opportunity to testify today
8 and we're happy to take your questions.

9 CHAIRPERSON WON: Thank you so much for your
10 testimony. We're going to start our questions
11 regarding the Keefe group commissary contracts.

12 How's the Keefe group selected for the emergency
13 commissary contract in 2022 and why wasn't that
14 selection through an ordinary process?

15 MR. CONROY: In 2022, we were coming out of the
16 effects of the COVID pandemic. And as in 2021, a
17 state of emergency was declared by Mayor de Blasio
18 because of severe staffing crises.

19 In response to that, we had less people on site
20 to supply commissary services and we recognized the
21 need to do that quickly. And Keefe was an
22 organization that was obviously throughout the
23 country established in this area regarding commissary
24 production. What the Keefe contract was able to give
25 us was the ability to have a vendor that not only did

1 not have the supply chain issues that we were seeing
2 at the time through our commissary ability to
3 procure, but they also had the staffing needed to
4 provide these services, package up the items
5 appropriately and bring them to the housing areas
6 rather than have DOC staff have to not only staff
7 the, um, the inventory and compile all the commissary
8 items together, but then also to bring the persons in
9 custody to the areas where they have to pick up the,
10 um, the purchases. And there was additional issues
11 related to ordering and otherwise.
12

13 So, the department at the time recognized that an
14 emergency contract would be appropriate to give these
15 important commissary services without also having to
16 move, excuse me, move persons in custody around to
17 also limit the spread of the virus that occurred at
18 the time.

19 CHAIRPERSON WON: What was the basis for
20 determining Keefe's 2020 contract should be extended
21 when it expired? And was there any RFP or other
22 outreach done during the initial contract term to, or
23 extension to determine additional providers who could
24 do the same work?
25

1
2 MR. CONROY: At the time when we entered into the
3 emergency contract with Keefe and quite candidly, the
4 department was very pleased with the service they
5 were getting, we were not recognizing the importance
6 of that.

7 Um, the extension was negotiated with Keefe
8 because, again, to continue those services. At the
9 time, Keefe was actually working at risk during, for
10 the period from when the first initial emergency
11 contract ended to the time that the extension was
12 granted. And we had to, uh-- that, that's the issue
13 where we deemed the contract appropriate at the time.
14 But when we had done a holistic review of all the
15 pricing at the time, we did the initial emergency
16 contract, that there were price comparisons per ounce
17 made with, you know, local community pricing and
18 based on that and the services that were provided and
19 the continuing staffing crisis, a need was-- was
20 identified to extend the contract.

21 CHAIRPERSON WON: So is your answer: No, you did
22 not do any outreach, um, for the renewal of the
23 contract term to additional providers to make sure
24 that you're comparing services and pricing?

1
2 MR. CONROY: I'm not aware of outreach at the
3 time. We got-- I could circle back with you on that
4 to see if it was done, but it was extended based on
5 the terms of the original contract.

6 CHAIRPERSON WON: There have been reports that
7 Keefe was charging people in custody for-- more for
8 items than specified in their contract. And for some
9 nearly a hundred percent higher than what is charged
10 in local stores, the benchmark established in your
11 contract.

12 Did you investigate these assertions? Were they
13 substantiated? And how did DOC's contracting
14 officers demonstrate the need for a negotiated
15 acquisition in this case, as opposed to a competitive
16 bidding process, particularly if the provider was
17 overcharging?

18 MR. CONROY: We had done and had continued to do
19 pricing comparisons. Um, there were members of the
20 staff who were dedicated to this task. We did not
21 see those levels of-- of price discrepancies, what
22 you're describing a hundred percent more.

23 Uh, the, the comparisons were done in comparison
24 to local, uh, competitive pricing based on a per
25 ounce comparison.

1
2 In some circumstances, we could not do a direct
3 apples-to-apples, um, comparison, because of the need
4 for some of the items to be packaged in a secure
5 manner for a jail system. That-- That's an element
6 that's not accounted for in some of the conversations
7 that we've-- we've had and have seen, is that there's
8 a, you know, a need for clear packaging or other
9 types of things.

10 For instance, we can't have cans of tuna because
11 of the metal and, and the security risks that that
12 presents. So, some of that is accounted for in the
13 pricing, but nonetheless, we did not see the
14 discrepancies that have been articulated.

15 CHAIRPERSON WON: Have you seen the articles
16 where they do a side by side comparisons by the city?

17 MR. CONROY: We have seen those articles. And
18 again, while I can't speak as to the, the processes
19 of the reporter, um, we do know that again, we have a
20 holistic and robust mechanism for people to check the
21 prices. And in many circumstances, the prices are
22 lower than what we see in the community. And then in
23 some circumstances there, they can be. You know, the
24 problem with what we see is it's not, it's not as
25 convenient to like, what you could do now is just go

1 online and look at price comparison to what's on sale
2 or otherwise.
3

4 This is something that where the vendor has to
5 maintain things in stock consistently. You have the
6 security mechanisms regarding the packaging and
7 otherwise. So, where we can, we did these robust
8 ounce comparisons per price and they were generally
9 consistent with the prices that we see in the
10 community. Again, some being slightly higher, some
11 being slightly lower, but the prices that are in the
12 contract are consistent and stable and are not
13 subject to increase except by approval through the
14 Department of Corrections.

15 CHAIRPERSON WON: Can you tell us about your
16 process itself of how you're doing price comparisons?
17 Are you using a software tool? Are you manually
18 collecting pricing before you sign the contract? Can
19 you tell us more about how you're doing that?

20 MR. CONROY: I don't engage in this myself, but
21 the people that do, from what I understand is they
22 actually go to the stores and look at the areas.
23 There's not a software that I'm familiar with, but I
24 can follow back with you to see if we do have that.
25 But, um, I understand it's actually a physical

1 comparison to local stores and prices, some of which
2 can be found online, but they do utilize again, local
3 pricing.
4

5 CHAIRPERSON WON: Okay. So, you're manually
6 going to a store and checking? Because that isn't a
7 fair market comparison because for example, at the
8 time that the-- that the article was written and the
9 pricing that you have on your contract itself for
10 female menstrual pads. Female menstrual pads are
11 double the price of what it is at CVS. So, how would
12 that work? Because each store may have a markdown at
13 the week of-- that you're doing physical price
14 checks.

15 MR. CONROY: Well, it's not a one time look in,
16 right? This is an ongoing process. And we look at
17 them on a rolling basis. The contract is for several
18 year period. And again, we get--

19 CHAIRPERSON WON: But you had testified that item
20 prices are set for the duration of the contract. So,
21 if the contract is set for more than a year, how are
22 you doing that on a rolling basis?

23 MR. CONROY: They're set at the initiation of the
24 contract and they could only be increased. However,
25 we have seen items that are decreased based on the

1 computer consumer price index. So, we noticed now
2 what's, what's on our menu is lower than some of the
3 pricing obligations, but the increase in prices from
4 the initial contract implementation, I think there've
5 only been three increases excluding stamps, which the
6 stamps only cost what they cost at the post office.
7 But excluding that, I think there's only been three
8 price increases. And one of them was actually due to
9 an error in the typing where we, uh-- it was for
10 sugar packets, which went from 11 cents to 30 cents,
11 but that was an error in the initial contract price.

12 CHAIRPERSON WON: Okay. So, you're saying that
13 the pricing for the items set in the contract can be
14 changed to decrease or increase with your approval
15 throughout the contract?
16

17 MR. CONROY: The-- They are allowed pursuant to
18 the contract. Only 20% of the items can be changed
19 in a year, um, if at all, and they could only be
20 raised by 5% of the contract price. And again,
21 that's what the approval of the Department of
22 Correction.

23 So, actually we had a request for an increase in
24 price. I think in, um, in July of 2024, we actually

25

1 declined the, uh, one of the requests to increase the
2 price and took the item off of our menu.
3

4 CHAIRPERSON WON: And what item was that?

5 MR. CONROY: I think it was pork jerky.

6 CHAIRPERSON NURSE: Okay. And, um, I want to
7 recognize council member Hanif who has joined us on
8 zoom as well as I know council member Ina Vernikoff
9 who has just joined us.

10 In relation to the contract, um, for Keefe, we
11 saw that we had passed legislation requiring that
12 women's hygiene products are available to inmates.
13 But we saw that on your Keefe contract that there is
14 a commissary charge for the menstrual products,
15 almost double what it is in CVS. Can you tell us
16 more about what's happening with menstrual products
17 for women-- women, inmates?

18 DEPUTY COMMISSIONER MCCARTY: Yes. Uh, my name
19 is Nell McCarty. I'm the deputy commissioner for the
20 division of programs and community partnerships. I
21 do just want to highlight that menstrual products are
22 free, um, of charge for women, uh, who are in need of
23 the menstrual products. And so any item, and
24 actually generally the necessities that people need
25 who are in our care are provided for free.

1 So, a woman does not need to, uh, purchase
2
3 menstrual pads or any menstrual products through
4 commissary. Uh, there are different brands. And so
5 the brand that may be available on commissary may be
6 different from what the brand is within the facility.
7 And I cannot speak to that for certain at this exact
8 moment, but I am aware that all menstrual products
9 are free for women.

10 CHAIRPERSON WON: Okay. So, the pricing that is
11 listed on the commissary contract for female
12 menstrual products are there for sample or are they
13 still being sold?

14 DEPUTY COMMISSIONER MCCARTY: They're available
15 for purchase. Um, someone can purchase them. Uh,
16 but as mentioned, it, it may be a different brand or
17 a brand name that someone prefers, but there are free
18 and available menstrual products for women within the
19 facilities.

20 CHAIRPERSON WON: Okay. Thank you for that. How
21 much did com--

22 CHAIRPERSON NURSE: Because this was a
23 conversation we had earlier just to clear, uh, just
24 to have on the public record, what are the types of
25

1 menstrual products that are you're offering for free?
2 Cause there's a variety.

3
4 DEPUTY COMMISSIONER MCCARTY: I do not have a
5 list of that with me right now. And I'm-- I'm just
6 hesitant to give you like the exact, um, breakdown of
7 every single product.

8 CHAIRPERSON NURSE: It doesn't need to be a
9 brand, but if, you know, if it's, yeah--

10 DEPUTY COMMISSIONER MCCARTY: Yeah.

11 CHAIRPERSON WON: If you can-- you know, like
12 tampons, pads, cups, like just to make sure we have
13 for the public record, exactly what items like--

14 MR. CONROY: Yes, at least--

15 CHAIRPERSON NURSE: If it's only one type, that
16 might be why people are purchasing. It's there are
17 tampons and pads available. Um, beyond that, we can
18 certainly follow up, but it can definitely, um, vary
19 by types.

20 CHAIRPERSON NURSE: Okay. That'll be great.
21 Cause when we-- my team had checked into the law, it
22 said that we saw that for DOC only menstrual cups
23 were available. And we thought maybe that is why
24 they're purchasing. But if that is not true, that's
25 great to hear.

1 MR. CONROY: It's definitely-- Yes. We
2 definitely have those other products that are
3 provided free of charge.
4

5 CHAIRPERSON WON: Okay. Okay great.

6 MR. CONROY: Yes.

7 CHAIRPERSON WON: And how much did commissary
8 services cost the department of corrections before
9 the 22-- 2022 emergency Keefe contract that
10 outsourced the fulfillment of commissary orders? And
11 what is the current annual cost of commissary
12 services to the department?

13 Now we would like to see a comparison of internal
14 in-house as well as external with a contractor.

15 MR. CONROY: I am not sure that the-- the actual-
16 - we're able to make a comparison, right? Because
17 what we did with the previous commissary, uh, system
18 was that we-- we purchased items, right? We
19 purchased products and then we had our own staff do
20 the services.

21 What is now provided within the commissary
22 contract is actually the services and the products.
23 So, the-- Um, Keefe does send commissary staff to
24 the, um, facilities and they package the items. They
25 sort the items, they process the orders, they bring

1 them to the housing areas. And then they, they also,
2 um, check-- We have a system where the, the persons
3 in custody could check their items in a clear bag,
4 check off a receipt.
5

6 So, it's not really-- I'm not really able to do
7 a cost comparison before the previous processes and
8 what we've done under Keefe, because it's a complete
9 modern modernization and revamp. For instance, even
10 now they could order with the tablets, which we'll
11 talk about, but we didn't have that before it was a
12 whole different system that required transport of the
13 persons in custody to, uh, you know, a commissary
14 area. It's-- It's really not a comparison that we're
15 able to do.

16 CHAIRPERSON WON: Got it. How, um, for DOC
17 Commissioner Maginley-Liddie testified before the
18 council in 2024, that DOC did an analysis of other
19 jail service providers. What did that process
20 entail? What other vendors did you examine when
21 documents were produced for this analysis? And on
22 what grounds did you conclude the existing contract
23 with Keefe provided better and more cost effective
24 services than other vendors?
25

1
2 MR. CONROY: Well, we looked at-- We regularly
3 communicate with other jurisdictions. I think
4 particularly in this case, one of them was Cook
5 County. Um, Cook County, which we've communicated
6 with because they've been under a monitorship and
7 receivership as well. And they've used a different
8 vendor. Their price-- The price comparison that we
9 did at the time was substantially higher.

10 One of the important elements that I think should
11 be pointed out. Um, other jurisdictions have a
12 revenue sharing program wherein they-- the
13 jurisdiction or the correctional facility itself gets
14 a portion of the revenue from the sales. We don't do
15 that here for any of our commissary sales whatsoever.
16 We do not revenue share.

17 So, that is designed, uh, purposefully to
18 maintain the costs and keep them down. And also to
19 not profiteer off the persons in custody. But Keefe
20 does engage in, in, um, those types of contract
21 arrangements with our other jurisdictions.

22 So, we did-- We looked at that. Also, some of
23 these are available online. You know, that's another
24 price comparison you could do, even through some of
25

1 the online reporting. But specifically we did a
2 price-by-price comparison with Cook County.
3

4 And actually, Cook County sought out a separate
5 vendor from what they were using based on our
6 comparison, because they recognized how much lower
7 our prices were.

8 CHAIRPERSON WON: And who are the other vendors
9 that you checked?

10 MR. CONROY: I don't know which one Cook County
11 was using.

12 CHAIRPERSON WON: So- No, no. For our own
13 comparisons. So, for our vendors that you were
14 checking against Keefe to see if they're competitive,
15 who were they?

16 MR. CONROY: I don't know that information. I
17 can get that for you, though.

18 CHAIRPERSON WON: Okay, thank you. I'm going to
19 pass it over to Councilmember-- Chair Nurse, and then
20 we'll come back to more Keefe questions later.

21 CHAIRPERSON NURSE: Would you be able to get that
22 information while we're in this hearing, or see if we
23 can text around?

24 MR. CONROY: Yeah, I think we the follow up. I'm
25 not sure.

1 CHAIRPERSON NURSE: Okay, I just--

2 MR. CONROY: Because I really don't-- I'm sorry,
3 Chair, I don't know it, so I have to find out where
4 we could get that.

5 CHAIRPERSON WON: Okay, I just wanted to follow
6 back up. I know that the tampons and pads are free.
7 I think there was a period where you weren't
8 providing tampons because of security concern, so
9 it's good to know that they're back. I think the
10 price gouging issue is important because it's my
11 understanding that in order to get those menstrual
12 products, you have to ask from a CO, right? Or are
13 they just-- Tell me on the record how somebody would
14 ask or get those products.

15 MR. CONROY: We can find out, but they are
16 regularly provided. It's not--

17 CHAIRPERSON NURSE: How are they provided?

18 MR. CONROY: It's provided in a manner similar to
19 our other items like clothing and any hygiene
20 products. We have to give soap, we have to give all
21 those types of things.

22 So, anyone, I think, at the intake process that
23 would request or express a need for that, it's part
24 of the regular production. But again, we will
25

1 confirm the exact process. I don't think it's
2 anything that's outside the ordinary provision of
3 these types of items.

4 CHAIRPERSON NURSE: Okay, yeah, my understanding
5 is you have, or it's been told to us that you have to
6 ask for these things. And so sometimes people,
7 depending on the relationship with the CO on the
8 floor or what's going on in the housing unit, might
9 want to purchase instead of having to deal with that.
10 And so that's why we want to make sure that those
11 prices are what is comparable to the outside for the
12 loved ones.

13 MR. CONROY: We understand that. I've not become
14 familiar with any complaints of that nature, but
15 certainly we'll find that out.

16 CHAIRPERSON NURSE: Okay.

17 MR. CONROY: And if you're aware of any situation
18 where that's happening specifically, please let us
19 know and we'll certainly address that.

20 CHAIRPERSON NURSE: Okay, I have questions
21 regarding Securus.

22 MR. CONROY: Sure.

23 CHAIRPERSON NURSE: I think the council's been
24 quite concerned about Securus' recording and
25

1 retention of privileged attorney-client
2 communications for some time. I think there's been
3 back and forth about this, and there was reporting in
4 2020 and 2021.

5 I think you were alluding to it in your
6 testimony. We understand that some steps were taken
7 to prevent further occurrences.

8 DOI also issued four recommendations to limit the
9 risk that privileged communications will be recorded
10 in the future. And I'd love to know the status of
11 those. Have these been implemented?

12 MR. CONROY: I think with the exception of the
13 actual policy changes, we have implemented steps to
14 ensure that this problem does not happen again.

15 And as a matter of fact, we had had a quality
16 assurance program in place, which Securus still does.
17 And we have not been apprised of a situation like
18 this since the initial complaints.

19 CHAIRPERSON NURSE: Okay, so the recommendations
20 were annual training for Securus users on identifying
21 potentially privileged calls.

22 Is there annual training being conducted?
23
24
25

1
2 MR. CONROY: There's not annual training, but
3 when we considered this, at least when we talked
4 about it.

5 I'm not really 100% what they mean by Securus
6 users. In terms of department users, it's a very
7 extremely limited universe of staff that have access
8 to these calls. It has to be approved, essentially,
9 by the commissioner or another high-ranking
10 executive.

11 Those are ordinarily people who are trained in
12 this manner. So, we don't have an ongoing training
13 because of that, because it's not a broad universe.
14 And I don't think the intention was to train the
15 actual people who make phone calls on this process.

16 I understand what I think they're getting at, but
17 it's not something that's...

18 CHAIRPERSON NURSE: So, no. Memorializing
19 protocols to prevent the monitoring and recording of
20 privileged calls in written departmental directives
21 was another recommendation. Do we have that written?

22 MR. CONROY: We had not changed our directives in
23 response to this.

24 CHAIRPERSON NURSE: Okay. And immediately
25 notifying DOI upon discovering that a privileged call

1 has been improperly recorded. Is that a practice
2 that's been put into place?
3

4 MR. CONROY: 100% it is, yes. And we shared with
5 them any of the auditing that was done prior to and
6 post the DOI report and the discovery of the
7 incident.

8 CHAIRPERSON NURSE: Okay. So, the first
9 recommendation, it's unclear what the DOI recommend--
10 You are unclear about what they are intended, but
11 you've said you are, from my understanding, from what
12 you just said, the department, people within the
13 department who are utilizing Securus, are doing an
14 annual training?

15 MR. CONROY: I don't know about annual, but they
16 certainly have been trained in investigative
17 techniques, including the use of Securus and
18 dissemination or identifying privileged calls.

19 CHAIRPERSON NURSE: Okay. Okay.

20 Is there any intention to change departmental
21 directives?

22 MR. CONROY: I don't know of any right now, but I
23 could certainly find out, we could see. But again,
24 the policies and procedures related to this, we have
25 not seen problems of this nature again. So, it's not

1 something that we're opposed to, it's just whether or
2 not the necessity exists for a specific directive
3 related to this, but certainly something we could
4 explore.
5

6 CHAIRPERSON NURSE: Okay. And in an instance
7 where people whose conversations were unlawfully
8 recorded and retained, were any of these people
9 notified?

10 MR. CONROY: Everyone was notified, I think. So,
11 it came-- As you're aware, it came to us through what
12 ultimately was a discovery production to a
13 defender's-- defense attorney.

14 In response to that and through the auditing
15 process that we did in conjunction with Securus, all
16 of the defender agencies were notified. Not only
17 Bronx and Brooklyn defenders, which were involved
18 initially, but all of the other defenders. It was a
19 limited universe and it was just essentially human
20 error that caused that, that has since been
21 rectified. And we've, again, not seen it since. And
22 it's not been brought to our attention that any of
23 these types of phone calls have been part of criminal
24 discovery or otherwise recorded when they were
25 privileged.

1
2 CHAIRPERSON NURSE: Okay. Just a few more
3 questions on the recording. How-- What percentage of
4 calls are automatically reviewed by a human?

5 MR. CONROY: There's not necessarily an automatic
6 review. We do have-- I don't want to get too deep
7 into our intelligent investigative techniques, but
8 based on certain things that happen, intelligence,
9 confidential informants, something that happens. We
10 have, our analysis shows that only 10 to 15% of all
11 the calls are monitored at any time, and usually
12 those are not randomized, they're targeted.

13 CHAIRPERSON NURSE: And they're monitored by
14 human beings versus, for example, AI. Are you all
15 using AI?

16 MR. CONROY: We don't use AI in that.

17 CHAIRPERSON NURSE: And what percentage of these
18 recorded, reviewed calls are leading to the
19 prevention of a security violation or a crime?

20 MR. CONROY: I don't have that breakdown. I'd
21 have to speak to our intelligence. There's varying
22 things, right? So sometimes we just discover that
23 somebody could be planning an act of violence within
24 the jails. That then doesn't happen because we take
25 measures to prevent it. Alternatively, it could be

1 something criminal that we would share with the
2 district attorney's offices.

3
4 But again, I don't have a breakdown of what
5 percentage result in some type of method.

6 CHAIRPERSON NURSE: In the follow up, we could
7 have the breakdown of what percentage of these calls
8 have led to a successful intervention, And what
9 percentage of those have been turned over to the
10 district attorney's office?

11 MR. CONROY: Well, the district attorney's office
12 usually will return calls over in response to a
13 subpoena. So, that's usually the sharing mechanism
14 for that. Otherwise, it's not an ordinary just
15 automatic handing over, unless there's specific
16 criminal activity that's identified.

17 CHAIRPERSON NURSE: Okay, can we talk about the
18 procurement process that the department followed for
19 contracting with Securus for tablets? Can you tell
20 us a little bit about that? Were there multiple bids
21 received? How much money is the tablet contract for?
22 And what is the duration?

23 MR. CONROY: Sure, so the department had-- we had
24 done an open bid for Securus back in 2014 for the

1
2 phone services. So, we had Securus as a vendor at
3 the time.

4 We were using a different vendor for tablet
5 services, and as it turns out, they really weren't up
6 to our standards. It wasn't working. They were
7 increasing the prices on us, so we recognized the
8 need to go outside of that. We did some market
9 research into other types of providers that had
10 tablet services, what would be required, what would
11 be the cost. And then Securus, when we initially
12 procured the tablets, they had a tablet service, but
13 it wasn't very good. We recognized that Securus was
14 not up to our standards as to what we were looking
15 for. During the time that we had Securus as a
16 provider for the phone services, and when we
17 recognized that the tablet service vendor that we had
18 was not working for us at all, we were able to look
19 at Securus' tablet provider and add an amendment to
20 the contract that provided them to give us the
21 tablets and to give this multitude of services that
22 is currently on the tablets.

23 So, it was ultimately an amendment to the
24 contract.

25

1
2 CHAIRPERSON NURSE: And what's the value of that
3 contract, and how long is it for?

4 MR. CONROY: Yeah, you can say.

5 ASSISTANT COMMISSIONER SAMUELS: Sorry. The
6 value of the contract is \$5,395,600.

7 CHAIRPERSON WON: I'm sorry, I couldn't hear
8 that. I think because the microphone was a little
9 bit far away.

10 ASSISTANT COMMISSIONER SAMUELS: Sorry about
11 that.

12 CHAIRPERSON NURSE: Yeah, no worries.

13 ASSISTANT COMMISSIONER SAMUELS: The contract
14 value is \$5,395,600.

15 CHAIRPERSON NURSE: Okay.

16 MR. CONROY: And that's for the year renewal.

17 CHAIRPERSON NURSE: Year renewal, right.

18 Okay, I have some more questions, but because we
19 have a quorum, I want to offer-- Okay, sorry, we
20 don't have a quorum. I was going to try to offer one
21 of our colleagues who is online to ask questions.

22 I'm going to offer Council Member Narcisse a
23 question.
24
25

1
2 COUNCILMEMBER NARCISSE: Good morning, and thank
3 you, Chair. One of the things that I'm always
4 talking about is about the appointment.

5 So, with the tablet, can they make appointment
6 for, let's say, if they're not feeling good in the
7 cell and they want to make an appointment, can they
8 access the tablet to make an appointment, medical
9 appointment?

10 DEPUTY COMMISSIONER MCCARTY: At this time, there
11 isn't like an application where they could just open
12 up an application and use that to make a medical
13 appointment, but I do want to highlight that
14 Correctional Health Services does have a direct
15 hotline. And so, the fact that the tablet affords
16 somebody the opportunity to make a phone call, if
17 they are in their cell, they could make a phone call
18 using that hotline to speak with Correctional Health
19 Services.

20 COUNCILMEMBER NARCISSE: Thank you. I think to
21 make it easier, since we've been having a lot of
22 missing appointments, I think that's one of the
23 things that people can feel like, I feel kind of I'm
24 in charge of my health. And when they transition
25 out, so I become part of their lives, knowing that I

1 have to take responsibility to go to the doctor and
2 make an appointment when I don't feel good. That's
3 kind of preventive care from here.
4

5 What is the current percentage of the people-- I
6 don't know if they have access to that one-- the
7 current percentage of the people in custody who has
8 assigned a tablet?

9 DEPUTY COMMISSIONER MCCARTY: Thank you for the
10 question. So, as of January 22nd, 2025, which is
11 when I got this report, 84% of eligible people in
12 custody were assigned a tablet.

13 And when I say eligible people in custody, we do
14 not provide tablets to people within the first 30
15 days of their incarceration while they're during the
16 new admission process.

17 COUNCILMEMBER NARCISSE: If a person is in
18 custody has an issue with their assigned tablet, how
19 is that addressed?

20 DEPUTY COMMISSIONER MCCARTY: Thank you. There's
21 actually multiple ways. So, there is a way for them
22 to submit an inquiry through their tablet directly.
23 But if the tablet issue that they're having is one
24 that it's not operational, there are then, again,
25

1 further options. There are hotlines that they can
2 call for the division of programs.
3

4 We also do have social service staff and program
5 counselors who visit housing areas at varying
6 cadences weekly for sure, sometimes in most cases
7 daily. And so they would have an opportunity to
8 speak to that staff personnel, provide their
9 complaint, and then that complaint would be provided
10 directly to the tablet staff. They can also submit a
11 formal grievance through the department's grievance
12 process or through calling 311. So, that would be
13 collected and gathered as well.

14 COUNCILMEMBER NARCISSE: Are tablets taking away
15 as a punishment discipline? We have heard that
16 tablets are taken as a punishment. If yes, are there
17 rules and guidelines that you have in place or when
18 it's appropriate to take, like if it's appropriate to
19 take it away in a tablet due to behavior or concerns?
20 What are the guidelines on when it is returned?

21 DEPUTY COMMISSIONER MCCARTY: Thank you. So,
22 tablets are not just removed to be removed from a
23 person as a discipline practice at this time. But I
24 do want to highlight that there are instances where a
25 tablet is damaged or is destroyed, and then that

1 tablet would ultimately be returned back to the
2 Division of Programs staff and the tablet operations
3 team who would assess the situation on an
4 individualized basis. And when I say assess the
5 situation, there are obviously reports that come with
6 a damaged and destroyed tablet.
7

8 Not all may be done at the damage of the person
9 in custody. And so we do review that, which would
10 then result in them potentially being reissued an
11 additional tablet. But as like a blanket
12 disciplinary process, that is not the practice with
13 the tablets at this time.

14 COUNCILMEMBER NARCISSE: At this time.

15 Since the change in presidential administration,
16 multiple city agencies have issued memos advising
17 staff how to respond if non-local law enforcement
18 agents show up in your facility, in the city's
19 facilities. You want me to repeat it for you?

20 MR. CONROY: I didn't hear a question.

21 COUNCILMEMBER NARCISSE: Since the change in
22 presidential administration, multiple city agencies
23 have issued memos advising staff how to respond if a
24 non-local enforcement agent shows up at the city's
25 facilities. Now, has DOC, yourself now, issued such

1 a memo to staff? Have there been any communications
2 with vendors and service providers regarding sharing
3 identifying information of incarcerated individuals?
4

5 MR. CONROY: I'm not aware of a memo advising how
6 to handle people coming to our facilities. Though,
7 again, Rikers is a unique place, right? You can't
8 just drive up to the front door. There's multiple
9 points of entry that you have to go through. So, we
10 don't have that type of interaction on an ordinary
11 basis.

12 Nonetheless, to the second point, all of our
13 contracts have provisions regarding privacy and the
14 dissemination of information.

15 None of our vendors, to our knowledge, and if
16 it's doing so, it's without authorization or it'd be
17 a breach of contract, or sharing any personal
18 identifying information about anyone in our custody
19 with anyone, never mind other federal agencies or
20 otherwise.

21 COUNCILMEMBER NARCISSE: And by any chance, if
22 someone being discharged, would they-- how far, like
23 you put them, do you guide them, give them some
24 information, how to navigate, what they should do?
25 Because I think, like, if somebody's being

1 discharged, not knowing all the in and out, what's
2 going on here outside, I think it's our
3 responsibility to give them some guidance.
4

5 DEPUTY COMMISSIONER MCCARTY: Just as a
6 highlight, I mean, for the City of New York, we
7 obviously, our DOC staff are not communicating with
8 entities like ICE.

9 But further, the Mayor's Office of Criminal
10 Justice, MOCJ, they do have the Community Reentry
11 Network, which does afford many contracted providers,
12 that do help guide individuals post-release and upon
13 their discharge from our custody. And those
14 providers, I know, offer a wealth of services and
15 availability to support somebody, even additional
16 legal support as well, or guidance on how to get in
17 touch with additional legal support. So, I do just
18 want to highlight that during the discharge process,
19 the providers through the Community Reentry Network,
20 through MOCJ, are really the primary resource that
21 help people the day of discharge and post-discharge
22 as they navigate next steps.

23 COUNCILMEMBER NARCISSE: Thank you, because
24 there's a lot of anxiety outside right now for a lot
25 of folks. So, sometimes after discharge, people kind

1 of lost. They don't know. I know some agency give
2 some nice services, but I think it's somehow making
3 sure that people are okay as they're being discharged
4 because we're in a challenging time. So, thank you
5 for your time. Thank you, Chair.

7 CHAIRPERSON NURSE: I just wanted to follow up.
8 You said you aren't aware of any guidance or memo or
9 anything that comes. When we were here a week ago or
10 two weeks ago, I forgot, we had a hearing with MOYA.
11 They testified that they have sent guidance to all
12 agencies and those heads of agencies, and they're
13 expected to communicate down.

14 So, I just want to confirm if you have or have
15 not. Has DOC received any guidance? And if there's
16 a reason why it wouldn't, could you put that on the
17 record, please?

18 MR. CONROY: Yeah, no, there's no reason why we
19 wouldn't. In our agency, any of these communications
20 with MOYA or otherwise and anything related to
21 immigration services is vetted and works through the
22 legal division, which I oversee, so that we have two
23 attorneys dedicated to that, and then they
24 communicate with our custody management discharge
25 unit. So, there's very limited circumstances where

1 there would even be the chance of that interaction.
2
3 But again, we don't have opposition to it, and we
4 could certainly explore that.

5 CHAIRPERSON WON: Sorry, it's not a question of
6 if you'd have opposition to it. It's a question of
7 can you confirm that you received any updated
8 guidance or new guidance since directives have been
9 coming down from the federal government?

10 MR. CONROY: Oh, yes. No, no, I'm sorry. I
11 misunderstood the question.

12 CHAIRPERSON NURSE: Yeah, no, I just, because you
13 had said, like, you weren't aware of any memo that's
14 come down, but they said they were sending memos, so
15 I just wanted to confirm.

16 MR. CONROY: No, to clarify, Chair, I'm sorry. I
17 was responding to the Councilmember's question that I
18 was not aware if we had sent out a--

19 CHAIRPERSON NURSE: Okay, understood.

20 MR. CONROY: --that we had put out a memo
21 internally. But yes, we have been in communication
22 with MOYA regarding all of these issues, and we've
23 communicated within our division and in custody
24 management.

25

1 The question is, what I said I would not be
2
3 opposed to, is a department-wide memo.

4 CHAIRPERSON NURSE: Got it. No, thank you. I
5 just wanted to make sure we were clear on that.

6 MR. CONROY: Understood.

7 CHAIRPERSON NURSE: Councilmember Ayala had some
8 questions.

9 Sorry, Deputy Speaker, don't want to get in
10 trouble.

11 DEPUTY SPEAKER AYALA: It's okay. I have a lot
12 of names.

13 So, I just have some basic questions about the
14 commissary. Do you know what the number of inmates,
15 I guess, you know, what does it average to that do
16 not claim their commissary prior to being released?

17 DEPUTY COMMISSIONER MCCARTY: We do report on the
18 number of individuals who don't claim their
19 commissary funds on an annual basis. So, we do know
20 that-- and this is a stretch of time, that there are
21 about 100,719, I hope I said that right. But this is
22 from, like, I believe 2007 to present. Now, when
23 we're talking--

24 DEPUTY SPEAKER AYALA: Wait, \$100,000 or 100,000
25 people?

COMMITTEE ON CRIMINAL JUSTICE

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DEPUTY COMMISSIONER MCCARTY: No, no, accounts.

DEPUTY SPEAKER AYALA: Accounts. Wow.

DEPUTY COMMISSIONER MCCARTY: Accounts.

DEPUTY SPEAKER AYALA: From 2007?

DEPUTY COMMISSIONER MCCARTY: From 2007 to present. But then, just to let me confirm that I'm giving you the accurate breakdown, which it's not right there. But what I do know is that on an annual basis, it looks like about \$200,000 that are unclaimed funds for the individuals that have not picked up their funds. But I'm sorry. Give me one second to get you the exact number.

DEPUTY SPEAKER AYALA: Yes.

MR. CONROY: So, we have-- So with respect to the specific accounts on what is the unclaimed funds, this we have up until August of 2024. But there are 137-- Again, this goes back to, as DC McCarty mentioned, 2007, 137,598 total accounts that have unclaimed funds. A vast, vast majority of those are-- So \$5 or less accounts for 30% of those. \$10 to \$30 accounts for 30%, and up to \$100 is like 25.

So, the amounts that exceed \$200 are very, very small. But that's the accumulative amount. And these funds are sitting there, right? We're not

1 using them. We want to work with the council to find
2 a way to get rid of them. But they go back pretty
3 far into the past, as far as what's abandoned.

4 DEPUTY SPEAKER AYALA: After the 120 days window,
5 what happens with the funds?
6

7 DEPUTY COMMISSIONER MCCARTY: The funds stay in
8 this account, and they can't be touched by the
9 Department of Correction or anyone. But somebody is
10 able to still actually claim those funds. So, let's
11 say someone does have funds from beyond 120 days
12 post-release. And we actually have this
13 communication up on our website as well.

14 So, they can go through the website and submit a
15 request for the funds. But the formal process post
16 the 120 days is that they can be provided in a check
17 format. So, the notion that we provide \$200 in cash
18 after 120 days, all funds would go into a check
19 format for the person.

20 And the department would need a notarized letter
21 indicating the request for the unclaimed funds. And
22 again, that's only after the 120 days. Prior to the
23 120 days or during that initial post-release period
24 for those three months or 120 days, they would be
25

1 able to receive the \$200 or less in cash. And then
2 the remainder of the funds in check format.

3
4 DEPUTY SPEAKER AYALA: And what prevents DOC from
5 having those funds or that check or whatever format
6 you wish to pay it out ready? We know when
7 somebody's being discharged, right? We have a date.
8 I'm assuming there's a process, right?, for
9 discharging. Why wouldn't that money be available at
10 discharge? Why would I have to claim it?

11 DEPUTY COMMISSIONER MCCARTY: So, when someone is
12 discharged, first, their discharge date isn't always
13 known, especially for people who are detainees. And
14 some people do leave directly from court.

15 But just to highlight, there are funds available.
16 So, again, the \$200 in cash that someone can receive
17 is available immediately upon release at the Rikers
18 Island Central Cashier, which they walk through upon
19 release. They can stop at the window, which is open
20 24-7. So, it is a 24-7 operation that they could
21 receive their funds from a cashier at that window.

22 If they are released from the courts as well,
23 there are bail windows available that they could pick
24 up their unclaimed funds as well from their
25 commissary.

1
2 MR. CONROY: And by the way, I'm sorry, just for
3 clarity's sake, a person who's discharged can also at
4 the time of discharge get a check for funds that
5 exceed \$200. So, it's not like you're limited to
6 \$200, then you have to claim it after. You can get
7 that at the time. But only the cash is up to \$200.

8 DEPUTY SPEAKER AYALA: Is there a reminder post-
9 release whenever possible to encourage folks to get
10 their money?

11 DEPUTY COMMISSIONER MCCARTY: Well, I'll answer
12 your question this way: There are flyers throughout
13 all of the facilities that do identify that someone
14 can receive up to \$200 in cash up to 120 days post-
15 release. And within those flyers, they also indicate
16 that they can come and pick up a check for remaining
17 funds that are above the \$200. With that, we also
18 put that flyer on the tablet.

19 We do have staff available throughout the
20 facilities. So, we have-- I had mentioned the
21 counselors that go and visit these areas that can
22 help people, one, release funds prior to discharge.
23 So, they can release funds to family and loved ones
24 if that was an option throughout the entirety of
25

1 their incarceration and prior to leading up to their
2 discharge.
3

4 But those counselors can also support them in
5 identifying how much funds are actually in their
6 commissary account. So, to give them a printout so
7 that they're aware that they have funds in their
8 commissary account and that it would also further
9 tell them verbally about how they can go and receive
10 their funds post-discharge. So, those counselors can
11 give them kind of that human interaction or that
12 human support.

13 But once somebody is post-release, so once
14 somebody is discharged and in the community, we have
15 this information up on our website in detail.
16 There's actually an entire page dedicated to-- in the
17 person in custody services of how they can claim
18 their unclaimed commissary funds.

19 MR. CONROY: And additionally, on that same
20 website, people can go on and check to see if they
21 have and how much unclaimed funds that are there.

22 DEPUTY SPEAKER AYALA: Yeah, I mean, I just
23 assume that if I have \$5 and I'm, you know, I've
24 spent eight months, two years, whatever it is at
25 Rikers, that I'm going to leave as fast as possible.

1 I might not think that \$5 is enough to stop by the
2 commissary, you know, window. So, you know, but it
3 also doesn't benefit you to continue to accumulate,
4 you know, funds that are being held in perpetuity.
5
6 So, what is, you know, I'm trying to figure out
7 what measures you've taken to try to remediate this,
8 right? Maybe having that money available so that
9 when we're giving, I'm assuming if I'm an inmate and
10 I've never been in, you know, in Rikers, but so I'm
11 going to play a little bit here. And imagine what it
12 would look like. I'm, you know, now I'm leaving and
13 I have to get my clothes that I came in with or
14 whatever I'm going to wear. I'm going to grab my
15 documents and the things that I, you know, my
16 belongings that I wish to take with me. And then I
17 have to pass a certain area. So, why wouldn't, I
18 think it would make sense to have those funds readily
19 available. "Here's your stuff, have a good day." I
20 don't, I wouldn't stop for \$5. But again, you know,
21 it might not mean, it's not going to, this is not
22 life-changing money. But the problem is that it
23 continues to add up. And we have no way of
24 communicating with folks. And I don't see anybody
25 going on the website, quite frankly.

1 Unless I left a lot of money there, there's no
2 reason why I'm going to go in there.

3 MR. CONROY: I mean, a couple of things to that.
4 One, we share the concern. I mean, we really do. We
5 don't use this money. We don't want this money.

6 We're just concerned about, you know, the bill
7 and the issues of having this cash on site. But that
8 doesn't solve the issue you just raised, right? So
9 even if we have all this money, which presents a
10 danger to anyone, you know, again, if they do stop,
11 and you hand them \$50,000, they have to have that in
12 the account. That's a dangerous situation.

13 DEPUTY SPEAKER AYALA: Is there a limit on how
14 much you can have in commissary?

15 MR. CONROY: No.

16 DEPUTY COMMISSIONER MCCARTY: No, there are
17 individuals who do have thousands or tens of
18 thousands of dollars in their account. It's limited.

19 MR. CONROY: It's not a huge percentage.

20 DEPUTY SPEAKER AYALA: I'm assuming that's a very
21 small percentage.

22 MR. CONROY: It's a small percentage. Yes.

23 DEPUTY SPEAKER AYALA: Okay.

1
2 MR. CONROY: But also, I mean, we hope this
3 doesn't happen, but it's also notable that if
4 somebody does come back into our custody for any
5 reason, that money automatically goes back into their
6 commissary account that they had before.

7 You know, obviously we don't want that to happen.
8 We'd much prefer people don't come into our custody
9 and come, you know, and take their funds. But that
10 is another, you know, avenue. So, it's not exhausted
11 necessarily. It can be exhausted later on.

12 But we do share those concerns. You know, the
13 problem with some of the aspects of the bill, I
14 think, and one of the things you mentioned is giving
15 the money to them kind of during this process.

16 The problem is that cash is actually a contraband
17 in our prison. So, we can't give it to them until
18 we, in our jails, until we-- jails-- until we have
19 them discharged. So, that's just one of the
20 processes elements that we have to wait until they're
21 out.

22 DEPUTY SPEAKER AYALA: But there are many ways to
23 pay out, right? Electronically, via cards, via
24 check. Have any of those options been exhausted?

1 MR. CONROY: But-- I'm sorry. We do these
2 things. We do have this availability to do it.

3 DEPUTY SPEAKER AYALA: Upon request, though.

4 MR. CONROY: But-- Right, but that's at this
5 discharge time.

6 DEPUTY COMMISSIONER MCCARTY: And I mean, I do
7 want to highlight again that when someone is a
8 detainee being discharged and they're literally
9 exiting Rikers to go to the bus that takes them off
10 of Rikers Island, they pass the cashier window.

11 So, it is available.

12 And at that passing of the cashier's window, and
13 I understand the point that you just may not stop.
14 But it is in the concept of like it's being handed or
15 available, it is right there and accessible.

16 But I do agree that, you know, we equally want to
17 see people receive their funds. And I do think that
18 this is for all of us to really think collectively.

19 DEPUTY SPEAKER AYALA: I just think that if the
20 \$5 that I could care less about are becoming an
21 inconvenience for you, that it will be for you to
22 figure out how to get me to claim those \$5.

23 MR. CONROY: Honestly, I think this is a great
24 conversation to have. We could share this offline
25

1 and work out something that we think is fruitful and
2 would solve that problem. Again, this is not an
3 issue for us. You know, we can't force someone to do
4 it, but certainly we could explore every measure to
5 try to get it so that we don't have these. Because
6 again, they're not being used. They're just there.

7
8 DEPUTY SPEAKER AYALA: Appreciate that. Thank
9 you.

10 MR. CONROY: Yeah.

11 COUNCILMEMBER NARCISSE: One of the things I want
12 to add to that conversation is-- just can you
13 actually simplify the process? Because you don't
14 want to hold the fund. Can you put a paper on top of
15 it and then kind of like, this is the fund and this
16 is the window, like direct the person? Because
17 everybody just like, even a dollar you find on the
18 floor, people will pick it up. So, if you have \$5,
19 you have \$200, whatever it may be.

20 So, I think it should be, for me from listening,
21 I don't think that engagement is kind of fluid. Like
22 for the person to be like saying, "Okay, this is the
23 money that I have." And said, "Okay, on your way
24 out, this is a \$5 and circle the amount and you can
25 stop at the cash and pick up your money."

1 So, because you're anxious, you just don't-- you
2 want to go, like my colleague just said. Do you
3 think that is something that you can do to simplify
4 it, to make it a little more encouraging? Like you
5 have that kind of money, you stop at the cashier?
6 Can you do that?

7 DEPUTY COMMISSIONER MCCARTY: I definitely think
8 that we can explore how we message to people what
9 their remaining funds are leading up to their
10 discharge.
11

12 I think the challenge that I mentioned is that
13 for, let's say somebody who's city sentenced where we
14 know their discharge date, or if somebody has a great
15 sense of where their discharge may land in their
16 process with the courts.

17 In that scenario, it may be easier. There are
18 some scenarios that where people do post bail and
19 they're very quickly removed from custody and that we
20 may not be able to always instantly print it out.
21 But again, I agree that there are definitely avenues
22 that we could be communicating.

23 So, we'll look into any suggestion.

24 DEPUTY SPEAKER AYALA: Thank you.

25 COUNCILMEMBER NARCISSE: All right, thank you.

1
2 CHAIRPERSON NURSE: Yeah. And it's good to know
3 that you're open to that conversation and trying to,
4 with Councilmember Hudson who couldn't be here to
5 speak on her bill and actually solve the root cause
6 of the problem, as you say, which is, you know, I
7 think a big issue.

8 Okay, Council Member Won.

9 CHAIRPERSON WON: Thank you so much, Chair Nurse.
10 On February 29th, 2024, the Comptroller of the City
11 of New York denied the registration for the Keefe
12 contract. And I wanted to understand-- Because it
13 was denied on lack of compliance to multiple
14 procedural rules. The first one was the subject
15 contract action, which was submitted months after its
16 contract start date, and it lacked appropriation of
17 sufficient funds to support the entire year of the
18 contract. Second was inconsistencies concerning the
19 contract's potential displacement of city employees.
20 Third was failure to comply with requirements
21 concerning MWBE. Fourth was failure to resolve all
22 adverse and negative vendor issues as required prior,
23 by the PBB rules, prior to the vendor commencing work
24 on July 1st. And failure, lastly, failure to provide
25

1 a timely, completed, doing business accountability
2 form.
3

4 What I'm most interested in, because we heard you
5 testify especially about how there is basically,
6 there are no real negative vendor issues, but clearly
7 the Comptroller had evidence that there are adverse
8 and negative vendor issues that are required to be
9 resolved prior to commencing work. Can you expand on
10 pursuant to the PBB rules, "Agencies shall monitor
11 and vendor performance no less than once annually."
12 The Comptroller has noted that DOC is behind on
13 required vendor performance evaluations dating to
14 2021, and there are just one vendor performance
15 evaluations for the Keefe group since 2022.

16 Can you refute the Comptroller's assertion or
17 explain why the agency is failing to meet its
18 performance evaluation requirements on what has been
19 done to remedy those issues that he has outlined?

20 MR. CONROY: So, I think there's a bifurcated
21 thing here, right? So, we had the Keefe contract
22 initially and what was done with that. I mean,
23 obviously at the time, Keefe was in place and
24 operating in the system and operating at what we
25 consider to be in a very effective and efficient

1 level for us that again alleviated a lot of the
2 concerns.
3

4 So, when that process was in place and I wasn't
5 here at the time, but when we responded to the
6 Comptroller's office was that even above and beyond
7 the performance evaluation that the relationship and
8 the look into and the awareness of other concerns
9 that have been raised through news articles regarding
10 Keefe were considered, and that even in the face of
11 those, because of the services that they provided,
12 they were still an adequate vendor for us.

13 Separate from that, the second part essentially
14 of the question is that I'm into the agency about
15 seven months and in the time since I got there, the
16 Commissioner has-- We've moved procurements from
17 under our Deputy Commissioner of Management and
18 Budget to the Legal Division, which is the structure
19 of many of the agencies.

20 So, now the Procurements Division falls under
21 ourselves. Our agency, our Chief Contracting Officer
22 came from another city agency. Assistant
23 Commissioner Samuels is here for two months. We've
24 both now sat down and looked at our processes and are
25

1 shoring up everything regarding the evaluation
2 process to ensure that passport is utilized.

3
4 We also had the fortunate circumstance of having
5 someone from the Mayor's Office of Contracting
6 Services work with us, kind of embed with us on a
7 part-time basis to give an assessment of our
8 practices and procedures relating to that.

9 So, in all of those measures that we've taken in
10 the months that I've been here, we intend and will
11 continue to do this evaluation process. As I
12 mentioned in the testimony, we're also looking into
13 getting an auditing compliance, either team or person
14 in to look holistically and work with our contract
15 managers in each of the divisions to ensure all the
16 vendor performance and the good work that they're
17 doing in order to make an even more informed
18 assessment as to continuing contract services with
19 any vendor.

20 CHAIRPERSON WON: Okay, do you have an estimate
21 time of when that will be? Since the last time was
22 2022 and it's 2025?

23 MR. CONROY: When what will be, I'm sorry.

24 CHAIRPERSON WON: For the evaluation and
25 performance and the audits that you're looking to do?

1
2 MR. CONROY: Assistant Commissioner Samuels is
3 looking at all of our contracts currently and we're
4 going to be implementing immediately the annual
5 evaluations as required. It's something that's
6 unequivocally necessary and we're going to be doing
7 that.

8 CHAIRPERSON WON: Okay, so we can expect it this
9 year?

10 MR. CONROY: Yes, we intend on doing it. I can't
11 guarantee every single one of them because again, the
12 contracts are a rolling basis on some, but yes, we
13 will not be in arrears nearly as much as current.

14 CHAIRPERSON WON: But could you make sure that
15 the Keefe contract is done this year?

16 MR. CONROY: Yeah, absolutely, we are going to do
17 that. And I would also note, by the way, that we are
18 currently processing a Request For Proposal, an RFP
19 for commissary services.

20 CHAIRPERSON WON: Okay.

21 MR. CONROY: So, we have an extension pending for
22 this current calendar year. Keefe is expired at the
23 end of 2025? No, 2026. At the end of 20--, June of
24 2026. And this RFP will be out at some point during
25 this year for commissary services.

1
2 CHAIRPERSON WON: Okay, great. Good to know that
3 you're returning to competitive bidding.

4 And for the outlined adverse and negative vendor
5 issues for Keefe that the Comptroller was focused on,
6 have those been remedied or resolved?

7 MR. CONROY: I think the answer is the same.

8 Again, we're talking about the performance that they
9 were doing at the time and our look into what was
10 happening, that it was determined that this was in
11 fact a vendor that we would be pleased to continue
12 working with for the extension. But we are looking
13 for an RFP.

14 And I would just like to point out also, you're
15 talking about the competitive bidding process. We
16 have 104 active contracts right now. We have no
17 emergency contracts in place. And only three of
18 those are actually no bid. So, I don't want to leave
19 here with the perception that this is a broad issue
20 within the department. Three of all of our
21 registered contracts, which is again 104 active right
22 now I believe, are no bid.

23 CHAIRPERSON WON: Okay. It is our understanding
24 that the initial emergency contract with Keefe had an
25 annualized monthly cost of \$583,000. When Keefe was

1 granted a negotiated acquisition contract, the
2 annualized monthly cost rose to \$2.25 million.

3
4 And with renewal, it has now risen to \$2.75
5 million. Can you help us account for the rising
6 monthly costs?

7 MR. CONROY: I think-- I mean, a couple of things
8 obviously, coming out of the COVID pandemic,
9 different costs and issues rose. But also I think our
10 initial look into this was when we entered into the
11 emergency contract, there were projections that our
12 population would decline. And that has not been the
13 case. And in fact, we're higher now, our census,
14 than we were pre-2020, pre-pandemic. So, I can't--

15 Again, I'll be more detailed. I'll look into
16 that and get back to you on specifically what you're
17 talking about. But I know some of the associated
18 costs were exactly that reason. Because the staffing
19 that they were required to provide the services had
20 to increase because our population and the housing
21 areas that were actually being utilized increased,
22 contrary to initial projections of a decrease in
23 population.

24

25

1 CHAIRPERSON WON: So, you believe that your
2 population has increased by fourfold because it went
3 from \$583,000 to \$2.75 million?
4

5 MR. CONROY: I don't know that those are
6 necessarily commensurate. Like it's not dollar for
7 dollar. I mean, there's other things associated with
8 it.

9 CHAIRPERSON WON: Okay, please make sure you give
10 us the breakdown because it's a significant increase
11 in costs.

12 The initial three-month emergency contract with
13 Keefe Group provided itemized budget lines for
14 staffing both on site and at warehouses, commissary
15 products, IT warehouses, build-out, and freight. The
16 contract's subsequent renewals have not included
17 itemized budget lines. Can you provide us with
18 updated budget lines for the current contract?

19 MR. CONROY: Yeah, we'll follow up with that. I
20 don't have the budget lines with us, but that's
21 certainly documentation we can provide to you.

22 CHAIRPERSON WON: Okay, in April 2024, DOC
23 indicated there had been a trend in expired items or
24 just not having packages delivered. The department
25 also reported that in spring 2024, leadership met

1 with individuals who managed the day-to-day
2 commissary contract-- commissary operations to
3 address the issues. What was causing the issues of
4 expired and non-delivered items, and how did you
5 resolve them?
6

7 MR. CONROY: I was not here at the time, so
8 again, I will have to follow up. But what I've been
9 informed is that it was just very simply supplier
10 issues that they had gotten--

11 CHAIRPERSON WON: From Keefe?

12 MR. CONROY: From Keefe, and then we've taken
13 those items off the menu. We found comparable items
14 to put on at, again, the same price comparisons, so
15 as not to-- which was really our main concern, to
16 disrupt the customary commissary for the person in
17 custody. Because it is something that they requested
18 and appreciate.

19 CHAIRPERSON WON: It's extremely concerning that
20 we went from a monthly cost of \$583,000 to now \$2.75
21 million, and we, even this past year in 2024, you
22 chose to continue to do business with them even
23 though they were selling expired items or just not
24 delivering at all. So, what was the consequences of
25

1
2 them giving us expired items or not having packages
3 delivered at all?

4 DEPUTY COMMISSIONER MCCARTY: People receive
5 refunds, and just to highlight, of all of the
6 commissary that was provided throughout, an example,
7 in 2024, 56 items were refunded because they were
8 expired. There are refunds that are provided to
9 people when commissary items are out of stock. If
10 something comes and it appears damaged, like the
11 packaging, they also receive refunds. If somebody
12 indicates that they feel, like, for example, the
13 ounce or the amount that's in there, it's not what
14 was requested, that could also be refunded as well,
15 or if the order was wrong, that can be refunded.

16 CHAIRPERSON WON: How does the refund process
17 work? Does the individual have to request a refund,
18 or are you auto-refunding, noticing that the item was
19 never delivered?

20 DEPUTY COMMISSIONER MCCARTY: There are a few
21 ways. First, when a product is actually-- When they
22 receive their commissary, so when it actually is
23 brought to them, they get a receipt of all the items,
24 and they go through all of the items within, in the
25 presence of the Keefe personnel, but also in the

1 presence of DOC personnel, where they can indicate if
2 the item that they requested that's on a receipt is
3 actually within the packaging that they received.
4

5 So, in order for them to accept the packaging,
6 they actually need to sign the receipt, and during
7 that process, if there is an indication, let's say
8 something was supposed to be there and it's not, or
9 if there was an indication that something was out of
10 stock, it would be automatically pulled out of the
11 receipt, so it shouldn't even be indicated on the
12 receipt, or it should be indicated that it was
13 refunded automatically.

14 But again, if somebody notices that, you know,
15 they requested something and it doesn't look right,
16 or that it was the wrong item, that then they can
17 reference that when they sign the receipt to get a
18 refund through that practice. Now let's say somebody
19 says, okay, this looks like all of my items are
20 present and available, I sign the receipt, I take my
21 items, and then I look, and so in the cases of the 56
22 expired from calendar year 2024, that this item is
23 expired. That is when we would go through the
24 grievance process of them actually being able to
25 grieve to receive the refund for the product.

1 CHAIRPERSON WON: What is this grievance process?

2 DEPUTY COMMISSIONER MCCARTY: That would be--
3 They could do it multiple ways. They can submit a
4 grievance within the facility, but they can also call
5 311. So, they would be able to--

6 CHAIRPERSON WON: So, now they have to do the
7 work to get the money back that they were wrong
8 because they were sent an expired item.

9 DEPUTY COMMISSIONER MCCARTY: It should be
10 automatic that those expired items are not provided
11 to them, but in the case that it is found there is an
12 expired item, they do have an avenue to get a refund.

13 CHAIRPERSON WON: But now the onus is on them to
14 go through a grievance process to call 311, or what
15 is the other process?

16 DEPUTY COMMISSIONER MCCARTY: We have grievance
17 within the facility, where they can submit a report.

18 CHAIRPERSON WON: So, they have to fill out a
19 form. So, again, my question is, what are the
20 consequences for Keefe for selling expired items,
21 especially perishable food, where people can get very
22 sick when consuming their expired products?

23 MR CONROY: I'd just point out, this is an
24 extraordinarily low situation we have. You know, as
25

1 DC McCarty just mentioned, we had the refunds that
2 were processed, and what we see were of the hundreds
3 of thousands of orders, and items that are provided.

4 We've had 56 for total in 2024 for expired.

5 So, I mean, in a comparison, we're not talking
6 about widespread issues related to expired items.

7 CHAIRPERSON WON: Do you think in the outside
8 world, if I went to a supermarket, and out of the
9 things I purchased, even if I had two things that
10 were expired, do you think the consumers of the world
11 would be upset?

12 MR. CONROY: Yeah, and we'd have to go back to
13 the store to get a refund, which I've done in my
14 life.

15 So, I mean, we're not saying the same thing here.
16 We're talking about a very minor--

17 CHAIRPERSON WON: If you have consumer
18 protections in New York City, you should have
19 consumer protections as an inmate, and it shouldn't
20 be on them to go through an onerous process to get
21 the money back, and there should be consequences to
22 Keefe for their 56 expired items. What were they?

23 MR. CONROY: I understand that's not-- I'm sorry.
24 I don't think that it needs to be any consequences
25

1 for a vendor that provides an immense service to the
2 people on Rikers Island for what is really an
3 extraordinarily small potential. I'm not mitigating
4 it. We should not-- That should not happen in any
5 supermarket or anywhere in the world, but it does.

6
7 And in these circumstances, again, evidenced by
8 the very low-- It's not-- First of all, it's also not
9 an onerous process, I mean, to make a grievance.

10 I mean, it's literally a phone call or raising it
11 up to someone in the facility, and then that gets
12 transferred to Keefe, and then these refunds are
13 made.

14 So, I challenge the notion that the grievance
15 process is onerous, but secondary to that, it's also
16 a very small percentage of items that we're talking
17 about in the hundreds of thousands when we have
18 complaints of anything related to commissary in less
19 than 1% of all the delivered items.

20 CHAIRPERSON NURSE: Okay, I just want to note for
21 the record, we've had multiple conversations here
22 publicly about how the grievance process is actually
23 onerous on individuals, and most people don't even
24 bother with it because they know how ineffective it
25 has been.

1
2 I think you've been here at some of those
3 conversations, if I recall correctly. I think the
4 fact that a contract jumps so high, I mean, there
5 should be a standard of excellence. There's just a
6 question here of like, there's no consequence.

7 Your testimony is that there shouldn't be a
8 consequence, I think is a pretty poor statement to
9 make. But to say that the grievance process is
10 functional when we've still been waiting to hear the
11 updates of how it has been improved, if at all, is, I
12 think, a poor statement about the situation.

13 CHAIRPERSON WON: It's also very concerning to me
14 that there seems to be contradictory thoughts or
15 opinions from DOC versus what the Comptroller has
16 seen and what inmates are seeing.

17 Can you help me understand, what do you attribute
18 to the consistently high number or share of
19 grievances related to commissary since Keefe Group
20 took over the operations and why there seems to be a
21 different understanding of what you see as a very
22 minute amount of grievances and what the Comptroller
23 sees as a very significant amount of grievances that
24 it even warrants him not allowing the contract to be
25 registered in the first place?

1
2 MR. CONROY: I don't know what data the
3 Comptroller is using regarding grievances or
4 complaints regarding Keefe. I just know what our
5 specific data shows and that I think it's 0.06% of
6 all orders result in some type of grievance or
7 complaint. To have just above a half a percentage.

8 So, I can't comment on what the Comptroller has
9 seen, but this is what our on-site specific data that
10 we look at shows.

11 CHAIRPERSON WON: Okay, I think even 56 expired
12 items being sold is not okay because now you have
13 lost the trust of your consumers where they will now
14 have to check every single item that they purchased
15 to make sure it's not expired.

16 CHAIRPERSON NURSE: Okay, I'm going to go back to
17 Securus. I just had one question I wanted to ask and
18 then I have some questions from Council Member Cabán.
19 who we weren't able to make quorum to get on. We had
20 a question about the phone calls being used by the
21 Securus tablets, the phone calls that go through
22 those tablets. There was a question if there is a do
23 not record option to ensure attorney-client
24 communications are retained or is it just every
25 single call is recorded?

1
2 MR. CONROY: There's multiple ways to get on the
3 do not record list. Requests directly through the
4 legal division or the department. There's a website
5 where you could go on and speak to see whether or not
6 your number is registered. There is-- When that is
7 not the case, when there is a line that is going to
8 be recorded, there's a dual level, what we call an
9 admonishment, essentially informing the caller and
10 the recipient that this call is being recorded.

11 If you believe that it should be privileged, then
12 you should hang up and not utilize this line. And
13 then there's actually information on our website is
14 how to go on there and register that number. We do
15 get these numbers in bulk, especially from defender
16 agencies to input them, but there is both the ability
17 to do it and then when it's not, especially now since
18 2021, when it is not on a privileged line, that you
19 get this second two-tiered admonishment to make sure
20 that people are aware that otherwise the phones are
21 being recorded.

22 I'm sorry, I don't know if that answered your
23 question, Chair.

24 CHAIRPERSON NURSE: I think that does. And it's
25 just more for getting it on the record.

1 MR. CONROY: Understood.

2 CHAIRPERSON WON: And then for the same thing
3 with text, they are able to send text out of the
4 tablets?
5

6 MR. CONROY: No.

7 CHAIRPERSON NURSE: Okay, I have some other
8 questions.

9 So, this, I don't know if you'll specifically be
10 able to answer this, but maybe others here. In FY24,
11 there was \$17 million worth of contracts that were
12 canceled. Then there were four RFPs that were
13 reissued after there was recognition that actually we
14 needed outside help to carry out these services for
15 \$14 million.

16 And there was a question of why not the full \$17
17 million to be reissued and what is that \$3 million
18 going towards?

19 DEPUTY COMMISSIONER MCCARTY: So, I can say we
20 submitted multiple proposals for different types of
21 programs and \$14 million of those proposals were
22 picked up for us to be able to move forward with
23 contracts. Now, the four that were selected are in
24 areas that weren't necessarily through that \$17
25 million contract. So, I do want to indicate that

1
2 there are two-- the \$17 million that were lost, these
3 are different scope and different areas that these
4 new contracts are going through.

5 So, although maybe similar providers might be
6 eligible to be submitting through this contracting
7 process, they are covering different topic areas such
8 as substance misuse programming, trauma-informed
9 care, supplemental educational services, and then we
10 have the reentry planning and transportation.

11 CHAIRPERSON NURSE: And are the same number of
12 people being served, I think it was, I have here
13 1,700 people were served per day under the former
14 contracts, are the same number of people being served
15 under the current contracts?

16 DEPUTY COMMISSIONER MCCARTY: Do you mean like
17 the upcoming contracts?

18 CHAIRPERSON NURSE: Well, the ones that will be
19 accounted for in the \$14 million. Will the \$14
20 million in contracts serve 1,700 people?

21 DEPUTY COMMISSIONER MCCARTY: I can't say for
22 certain like the person-to-person comparison because
23 the contract hasn't been implemented yet.

24 So, we're going to see the findings of how many
25 people these contracts service, but the goal is

1 intended that these contracts cover every single
2 facility and that there is support provided to a
3 large network of individuals in custody, but it's
4 challenging for us to, I think, give like will they
5 meet this 1,700? It's intended absolutely that they
6 would and actually beyond that scope, but I can't say
7 that for certain right now because we don't have the
8 data because the contracts just were released on
9 January 6th.
10

11 CHAIRPERSON NURSE: Sorry, the contracts were
12 just released or the RFP?

13 DEPUTY COMMISSIONER MCCARTY: The RFP, I'm sorry,
14 yes.

15 CHAIRPERSON NURSE: Got it.

16 Okay. I have a question here about drug use and
17 how drugs are getting into Rikers. The recently
18 issued RFP for substance misuse treatment describes
19 rampant substance misuse and the pervasive presence
20 of drugs in the jails, which clearly makes everyone
21 there less safe.

22 The previous commissioner claimed that fentanyl
23 was flooding Rikers because it was coming through the
24 mail. However, the DOI recently issued a report
25 showing that these drug tests were flawed and

1 inaccurate in 85% of cases. DOI also issued a number
2 of recommendations to prevent DOC staff from bringing
3 in drugs.
4

5 Which of these recommendations have been
6 implemented or not implemented and why?

7 MR. CONROY: So I don't, I mean, because we were
8 focused on contracts, I don't have the DOI reports,
9 but I just happen to know because I did work on some
10 of them. I can't state specifically with the
11 recommendations, but we have worked closely with DOI
12 regarding implementation of some of those procedures.
13 One of the things in particular that we saw with
14 respect to the field test and the previous testimony
15 from the commissioner was that we've since purchased
16 more-- I don't know what you call them, I'm sorry,
17 but narcotic scanning devices that are up to 90%
18 accurate versus the field tests, which were
19 relatively not as accurate.

20 So, in addition to that, that's located in the
21 mail trailer to kind of identify these drugs that
22 come in. So, we're using these more robustly and
23 they have a more accurate testing measure. The issue
24 of scanning and preventing the contraband from coming
25 into jails is a consistent issue that are, we have a

1 relatively new security commissioner and a senior
2 deputy commissioner that are looking into these
3 measures and procedures consistently.
4

5 So, it's a nonstop issue of having to best
6 address security in the jails. But again, on both of
7 those DOI recommendations we've worked on, and I
8 think we accepted many of the recommendations, or if
9 we had not, with respect to the field test in
10 particular, it was because we had implemented these
11 new scanning devices in, I think, almost all of our
12 facilities.

13 CHAIRPERSON NURSE: And do you have any updated
14 figures you could tell us about how these newer
15 scanning technologies are, what are the findings that
16 they're showing?

17 MR. CONROY: So we've used, not yet, because that
18 was one of the things that we're going to work with
19 DOI on, is actually doing a study to see the improved
20 accuracy of the testing, because then that also
21 requires a supplement, excuse me, a subsequent NYPD
22 laboratory test.

23 And for a number of reasons, just because of the
24 volume of things that they're dealing with and issues
25 with staffing that they have, it's not something that

1 can be done pretty quickly, so we can't just send it
2 to them and get it right back. It takes a period of
3 time. Overall, we've based some of the more accuracy
4 information on scientific studies that have been
5 conducted around the country.

7 CHAIRPERSON NURSE: Okay, so you're saying you
8 are going to do some in-house study of these machines
9 before actually using them?

10 MR. CONROY: No, no, they're being utilized now,
11 but we are also, to supplement that and to ensure, I
12 actually just had a conversation a couple weeks ago
13 with DOI about doing a joint study to kind of look at
14 these, what we're covering, what the testing shows,
15 and then kind of gauge the accuracy of it. But I
16 mean, it's industry-widely accepted. These are used
17 by the Transportation Security Administration at
18 airports, some of the types that we're using.

19 So, it's something that we have a higher level of
20 confidence in, but we are going to continue to look
21 into that.

22 CHAIRPERSON NURSE: Okay, we would love to get in
23 the follow-up which of the recommendations you are
24 implementing, which ones you aren't, and the
25 rationale for why not.

1 MR. CONROY: Sure.

2 CHAIRPERSON NURSE: I think that was, oh, sorry,
3 I'll turn it back over to Councilmember Won.

4 CHAIRPERSON WON: For the Securus contract, there
5 are multiple clauses in the contract that talks about
6 confidentiality. The first, there are many, but
7 we're going to just list a few.

8 The contractor agrees to maintain the
9 confidentiality of such reports, information, or data
10 by using a reasonable degree of care and using at
11 least the same degree of care that the contractor
12 uses to preserve the confidentiality of its own
13 confidential information. The contractor agrees.

14 The contractor agrees that such reports
15 information data shall not be made available to any
16 person or entity without the prior written approval
17 of the department. The contractor shall restrict the
18 access of confidential information to persons who
19 have legitimate work-related purposes to access such
20 information. The contractor agrees that it will
21 instruct its officers, employees, and agents to
22 maintain the confidentiality of all information
23 required to kept confidential by this agreement.
24

25

1
2 A breach of this section 5.08 shall constitute a
3 material breach of this agreement for which the
4 department may terminate this agreement pursuant to
5 article 10. The department reserves any and all
6 other rights to remedies in the event of an
7 unauthorized disclosure.

8 Notwithstanding any agreement provision of this
9 agreement, the contractor shall not be relieved of
10 the liability of the city for damages sustained by
11 the city by virtues of the contractors breach of the
12 agreement for confidentiality and privacy and the
13 city may withhold payments to the contractor for the
14 purpose of set off the amount of damage due to the
15 city from this contractor, Securus.

16 So, can you tell us what contract payments have
17 been withheld and what actions have been done for the
18 breach of contract for privacy for Securus?

19 MR. CONROY: Are you talking about the what
20 breach of privacy are you referring to?

21 CHAIRPERSON WON: When we have reports of the
22 conversations that were had especially with legal
23 service providers that should not have been recorded
24 or surveilled.

1
2 MR. CONROY: So, that's not a breach of the
3 contract by Securus, right? So, what happened there
4 was a human error as to establishing what phone calls
5 should be recorded or not. In this circumstance the
6 that human error that we talked about that the DOI
7 spoke about and made recommendations on was based on
8 just their ability to record it.

9 The actual phone calls were not provided by
10 Securus to the district attorneys. That was provided
11 by the Department of Correction to the district
12 attorneys upon request by subpoena.

13 CHAIRPERSON WON: So, you're saying that Securus
14 has to record every single phone conversation?

15 MR. CONROY: That's what happens, yes.

16 CHAIRPERSON WON: And you're saying--

17 MR. CONROY: Except for those that are on the do
18 not call lists, right.

19 CHAIRPERSON WON: And weren't they not supposed
20 to record that conversation?

21 MR. CONROY: Right, but they didn't disclose the
22 information. That's not a date that's not the same
23 type of breach that you're speaking of.

24 CHAIRPERSON WON: So you're saying that--
25

1
2 MR. CONROY: So, that was just a matter of what
3 database was-- And I should also point out that
4 unrecorded, excuse me, recorded conversations are
5 kept for a limited period of time. I think it's 120
6 days but I'm not certain. So, even when you know the
7 privileged or unprivileged they're only kept for a
8 certain amount of time and then when the Department
9 of Correction turned that information over to the
10 district attorney's office.

11 So, it was not a privacy or data breach--

12 CHAIRPERSON WON: So, how could you say that that
13 was not supposed to be recorded if you actively
14 decided to turn that over to the district attorney's
15 office? That was an intentional decision then?

16 MR. CONROY: It was an intentional decision based
17 on the fact that we were not aware at the time that
18 it was a privileged phone call because of the initial
19 human error that has been addressed that caused those
20 phone conversations to be recorded.

21 CHAIRPERSON WON: So, for Securus, how do you
22 expect them to know which ones that they can and
23 cannot share to a third party?

24 MR. CONROY: But they don't share them to a third
25 party.

1 CHAIRPERSON WON: So, you're saying that they
2 share all of them to you, to the department?
3

4 MR. CONROY: We are the owner of all of the data.

5 CHAIRPERSON WON: And the department is the one
6 that's sharing it out.

7 MR. CONROY: That's right.

8 CHAIRPERSON WON: Even though you're not supposed
9 to have certain data. Because we could have an
10 error.

11 MR. CONROY: Right, right. This is, I mean we're
12 talking about two different things. There's there's
13 data that's secured and they're not allowed to
14 disseminate it.

15 We own and retain all of the data that is
16 recorded in the Securus contract. What happens and
17 the practical, and I don't have technical terms, but
18 the practical aspect of what happens is we have a
19 universe of phone calls that are privileged and not
20 recorded. And then we have a universe of calls that
21 are recorded.

22 In this instance, what happened in 2021 was that
23 by-- again by human error, which has since been
24 rectified, some phone calls, 200-something phone
25 calls, were inadvertently recorded that should have

1 been privileged. Therefore, they then appeared
2
3 accessible to our personnel, DOC personnel. And when
4 received a subpoena-- when we received a subpoena
5 from the district attorney's offices, they were
6 turned over as part of what is necessary discovery in
7 those cases.

8 And then what happened from there is those
9 recordings were turned over to the defense counsel
10 who pointed out that said, "Hey, these were
11 conversations that we were having with our clients.
12 You're not supposed to do it." So, we're talking
13 about not privacy breaches or otherwise.

14 This is different. Privacy breach in that
15 context of a contract is different than attorney-
16 client privilege, right?

17 So what we did is we took these inadvertently
18 recorded attorney-client privilege calls, turned them
19 over. That was not a breach on the part of Securus.

20 This was a human error as to what should be
21 recorded, what should not be recorded, but they did
22 not directly disclose information to the district.

23 CHAIRPERSON WON: So, what is required of
24 Securus? Are they supposed to record all
25 conversations or no?

1
2 MR. CONROY: Yes, excep--. I'm sorry. I think I
3 answered this already. I said yes, except for those
4 that are designated as privileged calls.

5 CHAIRPERSON WON: So, for 200-something
6 conversations you're saying that they should not have
7 been recording it, but they did anyway?

8 MR. CONROY: That's right.

9 CHAIRPERSON WON: And you're saying that even
10 though they shared those conversations that weren't
11 supposed to be recorded to you, that it still is not
12 a breach of privacy?

13 MR. CONROY: It is not, because we own the data
14 pursuant to the contract. All of that data is ours.
15 It is not Securus'.

16 CHAIRPERSON WON: So, I guess we need to have a
17 bill to make sure that those conversations can't be
18 recorded, that it should be illegal even for them to
19 obtain it.

20 CHAIRPERSON NURSE: I think it'd be helpful if
21 you could describe on the record what the human error
22 was.

23 MR. CONROY: Sure.

24 CHAIRPERSON NURSE: That might clear it up.
25

1
2 MR. CONROY: So, as DOI reported, what happened
3 was the Securus company was given these numbers to
4 put on a do-not-record list.

5 When they entered the numbers into the system,
6 and this is my understanding of what happened is
7 what's reported, they put the numbers in as, for some
8 reasons, do-not-record, but it was site-specific,
9 meaning if you were in a particular building within
10 our facilities, those conversations were not to be
11 recorded. What had happened then is some of the
12 persons in our custody moved to a different building,
13 and then for that reason, because of whatever this
14 marker they put on it had, it became something that
15 was now not privileged, meaning it was being
16 recorded.

17 Theoretically, the admonishment was read.

18 What we discovered in the auditing system, what
19 Securus did, and they took immediate ownership of
20 this, was that there needed to be an all facilities
21 marker or tag put into it. What has happened since
22 is that now Securus has, again, a two-fold
23 supervisory and review line.

24 So, the numbercomes in, the technician or
25 personnel puts it into the system, it is reviewed by

1 a supervisor, and it's signed off by a supervisor,
2 and then it goes in. But nonetheless, the tags now
3 all read all facilities. So, no matter where anyone
4 moves in our facilities, that do not record marker
5 moves with that associated number.
6

7 CHAIRPERSON NURSE: Thank you for explaining
8 that.

9 Okay, I have one final question, then we're done.
10 But before I ask my question, I just want to make
11 sure that we have down all the items that we are
12 needing in the follow-up.

13 I believe there was some data on what supply,
14 what items were taken off the menu from Keefe, and
15 how often you're doing comparisons for outside
16 pricing, like what is the actual process for
17 initiating that, and how often does it happen.

18 We had some questions about the percentage of
19 recorded calls that are turned over that actually
20 lead to some kind of intervention or prevention of
21 crime, and then what is handed over. No, sorry, just
22 that part.

23 And then the recommendations from the DOI study
24 related to substance use and the testing.
25

1 My final question is-- I know that the ICE office
2 was closed in 2015 on the island. To your knowledge,
3 have there been any conversations about reopening
4 this office?
5

6 MR. CONROY: We have not had any conversations
7 about reopening the ICE office on Rikers Island.

8 CHAIRPERSON NURSE: Okay. I just wanted to get
9 that on the record. Thank you so much for being here
10 and answering questions.

11 I appreciate it, and we'll follow up. I'm going
12 to now dismiss the panel. Thank you.

13 I now open... Thank you. I'm sorry. Oh, I'm
14 sorry.

15 Did you have a question? Oh, sorry. No, right.
16 You are dismissed. I recognize Councilmember
17 Stevens.

18 I'm going to now open the hearing for public
19 testimony. I remind members of the public that this
20 is a formal government proceeding and that decorum
21 shall be observed at all times.

22 As such, members of the public shall remain
23 silent at all times. The witness table is reserved
24 for people who wish to testify. No video recording
25 or photography is allowed from the witness table.

1
2 Further, members of the public may not present
3 audio or video recordings as testimony but may submit
4 transcripts of such recordings to the Sergeant-at-
5 Arms for inclusion in the hearing record. If you
6 wish to speak at today's hearing, please fill out an
7 appearance card with the Sergeant-at-Arms in the back
8 and wait to be recognized. When recognized, you will
9 have two minutes to speak on today's hearing topics,
10 contracted jail services and Introduction 835.

11 If you have a written statement or additional
12 written testimony you wish to submit for the record,
13 please provide a copy to that testimony to the
14 Sergeant-at-Arms. You may also email written
15 testimony to testimony@council.nyc.gov within 72
16 hours of this hearing. Audio and video recordings
17 will not be accepted.

18 Our first panel is Melanie Dominguez, King
19 Downing and Tanya Krupat. You can begin when ready.

20 MS. KRUPAT: Thank you. Thank you Chair Nurse
21 and members of the Criminal Justice Committee and
22 Committee on Contracts for the opportunity to provide
23 testimony today. My name is Tanya Krupat. I'm the
24 Vice President of Policy and Advocacy at the Osborne
25 Association. Osborne is one of the largest and

1 oldest criminal justice service organizations in the
2 state and we provide services on Rikers Island.

3 Thank you for focusing on contracted jail services.

4 Osborne was among the five providers who lost
5 their contracts at the end of June 2023. The
6 elimination of the targeted approach jail-based
7 services providers through which five community-based
8 organizations serve thousands of people in Rikers
9 each year and this has had a devastating impact for
10 those inside. The target approach program provided
11 core foundational services across the entire DOC
12 system, all of Osborne's services inside DOC jails
13 including visiting support services to people at Rose
14 M. Singer Center and their children. We provided
15 elder services and transitional planning and we
16 continue to provide a very limited amount of services
17 but even those are affected by the loss of these
18 others. The services that were eliminated, we served
19 1,700 people in individual and group sessions
20 offering more than 12,700 group sessions per year.

21 In the interest of time, the benefits of
22 programming are enormous and have ripple effects that
23 benefit officers, families and communities. While
24 DOC currently has four RFPs out, these do not replace
25

1 the contracted services that were eliminated and
2 there was no notification that these were finally
3 issued 10 months after the funding was announced.

4 Providers are also partners to the department
5 which can improve the well-being of everyone. We can
6 work together to catch worrisome signs and address
7 concerns. For example, our staff recently headed off
8 an escalating situation with a gentleman at EMTC who
9 had a previously unknown and serious food allergy and
10 then was afraid to eat because of it. We were able
11 to contact a program's captain and he was switched to
12 a special diet.

13 We were only able to do this because of the
14 relationships we built. Programs are extra eyes and
15 ears to avoid dangerous situations and prevent
16 emergencies and even death.

17 We thank you for your focus on this and improving
18 the conditions on Rikers Island.

19 CHAIRPERSON NURSE: Thank you. Thank you so
20 much. We really appreciate you coming and
21 testifying.

22 I'm going to oscillate to Zoom.

23 Kelly Grace Price.

1 MS. PRICE: Oh, hi. I think I'm just observing
2 today as a reporter in my capacity. I'm not
3 testifying.
4

5 CHAIRPERSON NURSE: Okay. Thank you. Siobhan
6 Hunziker. Not here.

7 Jason Rodriguez?

8 MR. RODRIGUEZ: Yes, thank you, Chair Nurse,
9 Chair Won, members of the Criminal Justice and
10 Contracts Committee for holding this important
11 hearing.

12 My name is Jason Rodriguez. I am a Policy
13 Associate at the Legal Action Center and I am
14 formerly incarcerated. I spent 24 years incarcerated
15 at the age of 18.

16 In 2023, New York City Department of Corrections
17 abruptly cut \$17 million from programs at Rikers,
18 programs that provided essential support to detained
19 individuals.

20 These weren't just any programs. They provided
21 people with evidence-based care, including treatment
22 for substance use disorder and trauma to protect
23 their health and keep them alive. By cutting them,
24 the administration not only disregarded the needs but
25 actively put lives at risk.

1
2 Even with these facts, the administration claimed
3 the Department of Corrections could provide the same
4 services at a lower cost with correctional officers.
5 That assumption was not just wrong, it was reckless
6 and harmful. Replacing skilled service providers
7 with security personnel has left people without
8 access to meaningful programs, setting them up for
9 abuse, neglect, or even death.

10 Within the first four months of these cuts,
11 group-based programming at Rikers dropped by 29% and
12 one-on-one support fell by over 30%. People were
13 left without meaningful engagement, fueling tensions,
14 despair, and instability, outcomes that are well
15 documented. After nearly a year and half DOC is now
16 requesting proposals to restore some of the programs
17 that had been cut.

18 While this was a necessary step, it is still not
19 enough. The full restoration of funding is critical
20 to ensuring that the people receive support they
21 need. These RFPs offer approximately \$3 million less
22 than the full amount that was cut in 2023.

23 Furthermore, the fact that these services are
24 only now being put back out for bid underscores a
25 much deeper issue. DOC was never capable of

1 providing them on its own. The RFPs released by DOC
2 make clear that when community-based providers were
3 defunded, even the most basic care, substance misuse
4 treatment, trauma-informed therapy, and transitional
5 planning disappeared, leaving people without critical
6 support.
7

8 This is not just about funding or contracts. The
9 conditions described in these RFPs, instances of
10 self-harm, lack of basic mental health...

11 SERGEANT AT ARMS: Thank you, time's expired.

12 MR. RODRIGUES: Thank you.

13 CHAIRPERSON NURSE: Siobhan Hunziker, I think
14 you're back on. You may begin.

15 MS. HUNZIKER: Good morning, thank you Chair
16 Nurse and members of the Criminal Justice Committee
17 and the Committee on Contracts for the opportunity to
18 provide testimony today.

19 My name is Siobhan Hunziker and I'm a Mitigation
20 Specialist at the Osborne Association. Osborne is
21 one of the largest and oldest criminal justice
22 service organizations in the state. Our services
23 reach over 14,000 individuals each year, assisting
24 them and their families in navigating arrests,
25

1 courts, incarceration on Rikers, and state prisons
2 and re-entry.
3

4 We advocate for decarceration and expanding
5 alternatives to detention and incarceration, and we
6 support closing Rikers. We also advocate for
7 improved conditions inside Rikers and for our
8 clients.

9 Osborne's Court Advocacy Services is our longest-
10 running program. It's staffed by social workers and
11 mental health professionals whose purpose is to
12 provide mitigating factors to defense attorneys whose
13 clients would not otherwise benefit from the critical
14 social work services in their criminal defense.

15 I work on our Second Look initiative, through
16 which we provide mitigation services specifically to
17 women and gender-expansive people detained on Rikers.
18 Thank you for focusing today on contracted jail
19 services.

20 This includes contracted mitigation specialists
21 and those who work to help people leave Rikers as
22 soon as possible, which serves the interest of public
23 safety in many ways, both human and economic.

24 In 2024, Court Advocacy Services spared 324
25 clients from over 1,411 years of incarceration, a

1 cost savings of over \$162 million. While I urge you
2 to expand funding for mitigation and ATI programs, I
3 also want to share some pressing concerns regarding
4 people whose health and mental health needs are not
5 being met while in DOC custody.

6
7 Please consider the following. Rikers is New
8 York City's largest provider of psychiatric care and
9 one of the country's largest mental health providers.
10 In 2023.

11 SERGEANT AT ARMS: Thank you. Time's expired.

12 CHAIRPERSON NURSE: Thank you.

13 We now have two in person, Raul Rivera and
14 Christopher Leon Johnson.

15 MR. JOHNSON: Good afternoon. My name is
16 Christopher Leon Johnson. I'm speaking on support
17 Intro 825. I'll explain why I'm standing on Chair
18 Sandy opposed to do another but I saw the bill. But
19 I request that you as a chair talk to your committee
20 council to amend that bill to add credit cards and
21 debit cards that only could be used for purchases
22 only no ATM withdrawals. Not only you have to amend
23 the bill to lift the cap from \$200. You need to lift
24 the cap to lift it to the unlimited amount of money.
25 And you got to give them a certain amount of days to

1 spend the money, after that it gets sent back to the
2 DOC. Like let's say by 90 days to spend the money.
3 These-- It should be with debit cards and credit
4 cards instead of just checks because the problem with
5 checks is that there's a lot of check for these days.
6 There's a lot of people you don't know where for the
7 postal service that steals checks.
8

9 They know that the former incarcerated-- And I
10 know it's the new word these days because the city
11 council is woke, I don't know what to say but
12 formerly incarcerated individuals are so vulnerable
13 to death identity death identity fraud because
14 majority of time they don't they live in-- they're
15 not-- they're homeless and stuff like that, and they
16 have no legal-- their address might not be to address
17 that's on file. They have a big vulnerability of
18 getting their checks stolen.

19 So it shouldn't be issued by check unless it's a
20 pickup at the location they was arrested at Rikers
21 Island, or you send out a check-- I mean put it on a
22 credit card like how when you turn guns to the DA's
23 office you get like a bank card that can only be used
24 inside-- only be used but purchases don't like buying
25 food and stuff like that with the with the tracking--

1
2 with tracking so you know what they're buying we can
3 use for data you use for data for later on down the
4 run but this bill should be amended. I support it
5 but you need to amend the bill for credit card debit
6 cards and virtual cards instead of the straight
7 checks because of identity theft. Thank you chair.
8 Thank you.

9 CHAIRPERSON NURSE: Thank you.

10 MR. RIVERA: Good afternoon my name is Raul
11 Rivera. I'm a TLC driver a TLC driver advocate we
12 have to get creative when it comes to videoing. It's
13 all right. Intro 825 I believe it is we are against
14 it. Hold on a second Intro yeah 825 I'm against it.
15 If you do the crime do the time. Once you leave
16 prison you should get a bus ticket home and start
17 over again.

18 The fact that we call this committee criminal
19 justice I think it's pretty comical. I don't know
20 why it's this is defending the criminal. Is that what
21 that means? It means defending the criminal.
22 Criminal justice. The crimes that are happening here
23 in New York are congestion pricing that's a crime.
24 The city of yes is a crime. And the biggest criminal
25 in this City Council is the Speaker who endorses this

1
2 stuff our council members do not speak for us. But
3 you do speak for the criminals. I don't even want to
4 be here I don't know why I'm here I'm just repulsed
5 by you guys. The common sense-- What is it? The
6 oppressive caucus. That's what you guys are you guys
7 are oppressive caucus. I know you think everything
8 is funny. But these testimonies are important because
9 many people are afraid to speak up and we're not. So
10 we let New Yorkers know and we let you know that this
11 committee is a kangaroo committee. It shouldn't even
12 exist.

13 CHAIRPERSON NURSE: Thank you if we have
14 inadvertently missed anyone who has registered to
15 testify today and has yet to be called please speak
16 with a sergeant or if you are remote use the zoom
17 hand function we will be called on you in the order
18 that your hand has been raised.

19 Seeing no one we are going to close out this
20 criminal justice committee and thank everybody for
21 testifying thank you

22 [GAVEL]

23

24

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C E R T I F I C A T E

World Wide Dictation certifies that the foregoing transcript is a true and accurate record of the proceedings. We further certify that there is no relation to any of the parties to this action by blood or marriage, and that there is interest in the outcome of this matter.



Date February 9, 2025