

**ORDER 2020-42
IN RE SETTLEMENT AGREEMENT**

**SURVEILLANCE SYSTEMS INTEGRATION, INC.
20-SSI-01**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 10th DAY OF JULY, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
SURVEILLANCE SYSTEMS)	20-SSI-01
INTEGRATION, INC.)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Surveillance Systems Integration, Inc. (“SSI”) (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 2-2-6.1(b) provides that an employee, independent contractor, agent, or subagent of a supplier licensee shall obtain a Level 2 occupational license under 68 IAC 2-3 if the executive director or the executive director's designee determines it is necessary. In making that determination, the executive director or the executive director's designee shall consider the:
 - (1) frequency and duration of the individual's work in a casino or access to devices or systems that relate to the conduct or integrity of gaming; and
 - (2) tasks that the individual will perform as part of the individual's job duties in a casino or while accessing devices or systems that relate to the conduct or integrity of gaming.

2. 68 IAC 12-1-4(a) and (b) provides that the surveillance system must be capable of monitoring activities on the:
 - (1) casino floor;
 - (2) support areas;
 - (3) areas of the pavilion through which monies are transported; and
 - (4) all other areas necessary to further the purpose of the surveillance system; including, but not limited to, the areas specifically outlined in this rule.

(b) The executive director or the executive director's designee may require additional areas be monitored to ensure compliance with IC 4-33 and this title.

3. 68 IAC 12-1-5(b)(1) provides that the surveillance system shall provide coverage of each of the following areas as specified in this rule. Areas of the main bank, including the following:
 - (A) A general overview of the entire area of each cage and vault area with sufficient clarity to identify patrons and employees.
 - (B) Dedicated coverage with sufficient clarity to identify the following:
 - (i) Currency.
 - (ii) Coin.

- (iii) Cash.
 - (iv) Cash equivalents.
 - (v) Chip values.
 - (vi) Amounts on credit slips in an area where fills and credits are transacted.
4. 68 IAC 12-1-5(f) provides that electronic gaming device surveillance must be capable of providing the following:
- (1) A view of all patrons.
 - (2) A facial view of the patrons with sufficient clarity to allow identification of a patron.
 - (3) A view of the electronic gaming device with sufficient clarity to observe the result of the game.
 - (4) An overall view of the areas around the electronic gaming device.
 - (5) A view of bill validators with sufficient clarity to determine bill value and the amount of credit obtained.
 - (6) Progressive games, including dedicated coverage of the following:
 - (A) An electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000).
 - (B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.
5. 68 IAC 12-1-7(a) and (b) provides that all recordings must be kept in accordance with this section.
- (b) Recordings depicting routine activity must:
 - (1) contain the date and time reading; and
 - (2) be retained a minimum of seven (7) days.
6. On January 21, 2020, Surveillance notified Gaming Agents that Hoosier Park lost coverage on approximately 300 cameras for three (3) hours. The surveillance coverage could not be recovered.

The Surveillance Manager stated that when transferring cameras from one system to another a camera cable was removed from one system server and placed into the new system server, the camera would have to be refreshed at the user interface in order for recording to begin. The Surveillance Manager advised that a SSI employee was switching camera cables without testing them which caused the cameras to not get refreshed at the user interface.

7. On January 22, 2020, the Gaming Agent Assistant Supervisor inquired about credentials for an individual working on the surveillance system migration. The Gaming Agent discovered that SSI had brought in an individual on January 21, 2020 and January 22, 2020 to assist with the surveillance migration project. The individual was a SSI sub contractor from a company named J2. The individual did not hold an occupational license in Indiana. The individual had access to the surveillance room and the surveillance system. Neither SSI nor Hoosier Park did their due diligence prior to allowing this individual to perform work on the surveillance system.

8. On January 31, 2020, Gaming Agents became aware that another unlicensed individual performed work on the surveillance migration project. This individual worked on January 10, 2020 for approximately three (3) hours and on January 21, 2020, for approximately six (6) hours. The individual had access to the surveillance room and the surveillance system.
9. On January 27, 2020, surveillance notified Gaming Agents that due to ribbon cables being disconnected during the surveillance system changeover coverage on 63 cameras had been lost and PTZ control was lost.

An SSI employee disconnected ribbon cables without knowing that doing so would cause a camera outage. These cables crisscrossed and fed to cameras two racks away. The first camera went out at 9:50hrs and the last camera was restored at 18:24hrs.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of SSI by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and SSI hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against SSI.

SSI shall pay to the Commission a total of \$11,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the Findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the Findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, SSI agrees to promptly remit payment in the amount of \$11,000 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

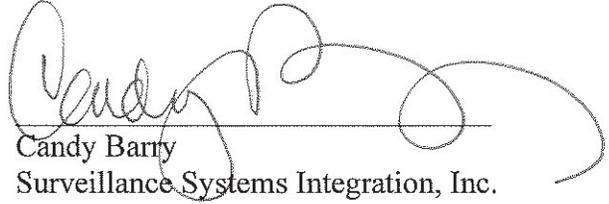
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and SSI.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Date

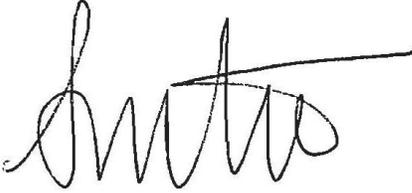


Candy Barry
Surveillance Systems Integration, Inc.

3/26/2020
Date

This Agreement shall be binding upon the Commission and SSI.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/24/20

Date

Candy Barry
Surveillance Systems Integration, Inc.

Date