

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA ITEM _____ September 22, 2020

September 8, 2020

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE THE FIRST AMENDMENT WITH GLOBAL TEL*LINK CORPORATION FOR COVID-19 INMATE TELEPHONE SERVICES

Dear Board Members:

RECOMMENDATION:

1. Approve the first amendment (Procurement Contract No. 20959) with Global Tel*Link Corporation, Inc. (Principal: Jonathan Walker; Location: Reston, VA) to provide additional inmate telephone services with service enabled tablets while in-person visitation is suspended due to COVID-19, for the contract period 5/4/2020 - 8/7/2021 and increasing the contract amount from \$0 to a not to exceed amount of \$400,000 (400,000 increase), excluding applicable taxes and regulatory fees;
2. Authorize the Sheriff, or his designee, to sign the first amendment, subject to review and approval as to form by County Counsel, and submit a copy of the executed agreement to the Clerk of the Board for filing; and
3. Authorize the County Administrator's Office and Auditor-Controller to make any related budget adjustments.

DISCUSSION/SUMMARY:

On August 7, 2018, your Board approved a Master Contract No. 901510 (File No. 30160, Item No. 65) with Global Tel*Link (GTL) to provide inmate telephone services for the two Alameda County detention facilities, the Glenn E. Dyer Detention Facility in Oakland and the Santa Rita Jail Facility in Dublin. The original term of this contract was three years, from 8/8/2018 -8/7/2021 at no cost to Alameda County Sheriff's Office (ACSO). One of the key objectives of the services provided is to enable inmates to communicate with family, friends, and others in the community, while also controlling inmate telephone usage and limiting the use of telephones for illicit activity. A necessary part of the service, by using current technology, is to ensure the safety and security of staff, inmates and the public.

Telephone services are provided on a guaranteed commission basis, payable to the Alameda County Sheriff's Office Inmate Welfare Fund (IWF). The IWF provides Inmate Services in conformity with California Code of Regulations, Title 15, and within scope of California Penal Code §4025. The programs funded by IWF are for the benefit and education of inmates and are intended to provide positive intervention to reduce recidivism and encourage rehabilitation. The Inmate Welfare Fund receives funding from commissions generated from payphone, commissary, vending machine sales, and the State Department of Education.

On March 16, 2020, Alameda County Health Officer, with five other Bay Area counties, enacted "shelter in place" orders for all residents to curb the rapid spread of coronavirus (COVID-19) across the region. As a result, Santa Rita Jail has temporarily suspended in-person visitation, with the exception of attorney visits, to mitigate the risks presented by COVID-19. The inmates are provided three free fifteen-minute phone calls and one free fifteen-minute video visit per week while in-person visitation is suspended. The ACSO has estimated the associated costs will not exceed the amount of \$400,000. The costs associated with this agreement will not impact the Alameda County Sheriff's Office Inmate Welfare Fund, and reimbursement will be sought through State and Federal funding sources available for COVID-19 responses. The Global Tel*Link will be reimbursed at actual cost.

SELECTION CRITERIA/PROCESS:

*ACSO has determined that the County does not currently have the resources to provide inmate telephone with service enabled tablets. The Alameda County Sheriff's Office (ACSO) worked with General Services Agency (GSA)-Procurement to develop a Request For Proposal (RFP). The RFP was issued on May 17, 2017, posted on the website for 56 days, and resulted in three responses. Global Tel*Link was the highest scoring qualified vendor and has agreed to subcontract 20% of the contract revenue to Lighthouse Communications (Certified Emerging: 17-00012; Expiration: 12/31/2021) to provide installation and service hardware.*


FINANCING:

The County will seek reimbursement from eligible State and Federal funding sources available for COVID-19 responses.

VISION 2026 GOAL:

The agreement with Global Tel*Link Corporation, Inc to provide a no-cost telephone services to Santa Rita Jail inmates while in-person visitation is suspended meets the 10X goal pathway of **Crime Free County** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,


Gregory J. Ahern
Sheriff-Coroner

FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by and between the County of Alameda (“County”) and Global Tel*Link Corporation, on behalf of itself and its subsidiaries (“GTL”) with respect to that certain Standard Services Agreement, dated November 1, 2018. . County and GTL may be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, GTL is engaged, among other activities, in the business of providing inmate telephone and tablet system services to the County, pursuant to a Standard Services Agreement between GTL and the County of Alameda dated as of November 1, 2018 (“SSA”); and

WHEREAS, the County desires to purchase weekly from GTL nine (9) telephone calls of up to five (5) minutes’ duration each, constituting a maximum of 45 calling minutes weekly, for and on behalf of each of the inmates in custody at the correctional facilities managed by the ACSO (the “Services”), enabling inmates to communicate with family, friends, and the community at no cost; and

WHEREAS, GTL is willing to supply the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, and of the covenants and undertakings herein set forth, and of other good and valuable consideration, the sufficiency and receipt of which by each from the other is hereby acknowledged, County and GTL agree as follows:

1. SERVICES.

- 1.1.** GTL agrees to provide the Services to the County in accordance with the specifications listed on Exhibit A, attached hereto. The County may provide the Services to the inmates in custody at the correctional facilities managed by the County (“Inmates”). The County shall not (i) use the Services for any purpose other than as specified in this First Amendment or (ii) make the Services available to unauthorized third parties and/or outside the United States.
- 1.2.** GTL shall invoice and bill the County for the Services, at the actual calling minutes expended by the Inmates in each of their nine (9) calls at the applicable rates set forth in Exhibit A, attached hereto, to a maximum of 45 calling minutes weekly.
- 1.3.** The Parties agree that the County’s provision of the Services to Inmates shall be in accordance with the terms and conditions of and subject to the limitations set forth in this Agreement, the SSA, and any and all applicable international, federal, state, local laws, and regulations.
- 1.4.** The County shall not make any representations, warranties, or guarantees to Inmates with respect to the specifications, features, warranties or capabilities of the Services that are inconsistent with or in addition to those provided to the County by GTL (and if the County does make any such representation, warranty, or guarantee to Inmates in breach of this provision, then without limiting GTL’s other remedies hereunder, the County is solely responsible to the Inmates for any such representation, warranty, or guarantee).
- 1.5.** In providing the Services to the Inmates, the County shall (i) avoid deceptive, misleading, or unethical practices that may be detrimental to the Services, to GTL, or to GTL technology, and (ii) promote proper use of the Services.

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2. TERM

- 2.1. This Agreement shall commence upon the Effective Date and terminate upon the date of termination of the SSA, unless otherwise terminated in accordance with this Section 2.
- 2.2. The terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County.

3. INVOICE AND PAYMENT TERMS.

- 3.1. **Invoicing.** For the period of May 4, 2020 through May 17, 2020, GTL shall invoice and bill the County for the actual calling minutes expended by each Inmate in his or her first eight (8) telephone calls each week, each such call being limited to a duration of five (5) minutes, including any applicable federal, state, municipal, and other government taxes and regulatory fees, but exclusive of any ancillary service charges, at the rates and charges set forth in Exhibit A, attached hereto. Thereafter, GTL shall invoice and bill the County for the actual calling minutes expended by each Inmate in his or her first nine (9) telephone calls each week, each such call being limited to a duration of five (5) minutes, including any applicable federal, state, municipal, and other government taxes and regulatory fees, but exclusive of any ancillary service charges, at the rates and charges set forth in Exhibit A, attached hereto, to a cumulative maximum of 45 calling minutes per week.
- 3.2. **Payment Terms.** All amounts due shall be payable by the County within thirty (30) calendar days following receipt of the undisputed invoice by the ACSO. In the event of a dispute, the County agrees to: (i) notify GTL in writing of such disputed amount within thirty (30) days of the County's receipt of the subject invoice, (ii) pay all undisputed amounts in accordance with the payment terms of this provision, (iii) work with GTL to resolve the dispute in a timely manner, and (iv) upon resolution of the dispute, refund or immediately pay the amounts as agreed to by the Parties.

4. DEBARMENT AND SUSPENSION CERTIFICATION:

- 4.1. By signing this First Amendment and Exhibit B, Debarment and Suspension Certification, GTL agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- 4.2. By signing this First Amendment, GTL certifies to the best of its knowledge and belief, that it and its principals:
 - 4.2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 4.2.2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended declared ineligible, or voluntarily excluded from participation in such transaction.

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4. Except as expressly modified by this First Amendment, all the terms and conditions of the Standard Services Agreement, entered into on November 1, 2018, are and remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment was signed by the parties under the hands of their duly authorized officers and made effective as of the Effective Date.

Global Tel*Link Corporation

By: _____
Name:
Title:

Date: _____

Alameda County Sheriff's Office

By: _____
Name: Gregory J. Ahern
Title: Sheriff

Date: _____

APPROVED AS TO FORM:

DONNA R. ZIEGLER, County Counsel

By: _____
Clay J. Christianson
Deputy County Counsel

FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

EXHIBIT A PAYMENT TERMS

A. GENERAL.

1. The only fees, rates, and surcharges that will be charged to the County for the Services are those set forth in this Exhibit. GTL shall not charge any other fee or surcharge or impose any other cost or charge. Rates and fees may not be increased without a written amendment to this Agreement.
2. **All rates shall comply with federal and state allowed rates and mandates. In the event that the federal or state government rates change and any rate in this Agreement exceeds the rate allowed by the federal or state government, those rates in this Agreement will be reduced to comply with allowed rates and mandates.**

B. TELEPHONE CALLS.

1. **Call Charges and Fees.** GTL shall charge the County no more than the rate in the chart below for the actual calling minutes expended in the first nine (9) telephone calls placed by Inmates per week, each such call limited to a maximum duration of five (5) minutes. The rates listed are exclusive of applicable taxes and regulatory fees which GTL shall pass through to the County with no markup.

CALL TYPE	INMATE PAID CALLS		COLLECT CALLS		OTHER PAYMENT METHODS (i.e., Advance Pay, PIN Debit or Pre-Paid Cards, Prepaid by Called Party or other)	Do these rates apply to all time periods?
	Per Minute	First Minute	Per Minute	First Minute		
Local	\$0.23	\$0.23	\$0.23	\$0.23	\$0.23	Yes
Intrastate/IntraLata	\$0.23	\$0.23	\$0.23	\$0.23	\$0.23	Yes
Intrastate/InterLata	\$0.23	\$0.23	\$0.23	\$0.23	\$0.23	Yes
Interstate/InterLata	\$0.21	\$0.21	\$0.25	\$0.25	\$0.21	Yes
Interstate/IntraLata	\$0.21	\$0.21	\$0.25	\$0.25	\$0.21	Yes
International	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	Yes

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2. Taxes.

- a. **Caller Charges:** The rate chart (above) is exclusive of applicable taxes and regulatory fees which GTL shall pass through directly to the County with no markup.
- b. **Local Exchange Carrier:** Federal, State, and Local taxes apply to all telecommunications service, for collect calls, nothing in this Agreement shall affect taxes that may be assessed and charged to the recipient by the local exchange carrier or billing agent. Taxes on collect calls are assessed by the local exchange carrier or billing agent that bills the call recipient for the collect call. Tax collections are rendered to the appropriate taxing entity and are never retained in whole or in part by GTL.

3. Taxes and Regulatory Fees When Applicable. GTL may charge the County the following fees:

Federal, State and Cost Recovery Fees	When Applied	Amount
Federal Universal Service Fund (FUSF)	Monthly charge based on Interstate Calls	FUSF percentage change as prescribed by the FCC on a quarterly basis. Fees are pass-through fees applied to each interstate call made by the customer and remits the amount to the applicable government agency.
State Universal Service Fund	Monthly charge based on Intrastate Calls.	SUSF percentages change as prescribed by each state authority on a quarterly basis. Fees are pass-through SUSF fees applied to each intrastate call made by customer and remits amounts to applicable government agency.
Tax calculations are based upon mandated tax rate in effect at the time of call and vary by call origination and destination. Tax collections shall be rendered to the appropriate taxing entity and are never retained in whole or in part by GTL.		

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4. **Billing.**
 - a. GTL is responsible for the invoicing, billing, and collection of the Services in accordance with Federal Communications Commission and California Public Utilities Commission regulations and this Agreement.
 - b. GTL is responsible for revising and updating billing and collection practices to comply with changes in law, including regulations, and with court orders and decisions.
 - c. All invoicing, billing, and collection for the Services must be directed to the County.