

1 [Contract Amendment - Global Tel*Link - Inmate Telephone Services]

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3 **Resolution authorizing the Sheriff's Department to enter into a third amendment to the**
4 **existing contract with Global Tel*Link for inmate telephone services to extend the**
5 **contract term five months to October 31, 2015, to ensure continuous telephone service**
6 **to inmates during inmate phone service competitive bidding process and possible**
7 **transition to a new inmate telephone service provider.**

8
9 WHEREAS, City Charter, Section 9.118 "Contract and Lease Limitations", Subsection
10 (a) requires that the amendment of any contract which when entered into had anticipated
11 revenue of \$1,000,000 dollars or more, shall be subject to approval of the Board of
12 Supervisors by resolution; and

13 WHEREAS, The original Global Tel*Link (GTL) contract term is June 1, 2010, to May
14 31, 2013, with two one-year options to extend the term; and

15 WHEREAS, The Sheriff's Department exercised two one-year options and amended
16 the GTL contract to extend the term to May 31, 2015; and

17 WHEREAS, The Sheriff's Department desires to amend the GTL contract to
18 extend the term for five additional months to October 31, 2015, to ensure uninterrupted
19 inmate telephone service during the inmate telephone service competitive bidding
20 process, subsequent contract negotiations, and transition, if any, to a new telephone
21 provider; and

22 WHEREAS, The Federal Communications Commission (FCC) on July 9, 2014,
23 held a workshop for reform of inmate interstate calling rates and indicated its intent to
24 enact reform of these rates; and

1 WHEREAS, The Sheriff's Department deferred finalizing Request for Proposals
2 SHF2015-01 for Inmate Telephone Service Provider, from July 2014 to November 2014,
3 in order to incorporate the FCC ruling regarding inmate telephone rates; and

4 WHEREAS, On October 22, 2014, the FCC released a formal statement which
5 they proposed enforcing postalized pre-paid and collect calling rates to \$0.21 and \$0.25
6 respectively and eliminating surcharge fees; and

7 WHEREAS, The FCC is examining all published RFPs related to Inmate
8 Telephone Service Provider for compliance to new regulations; and

9 WHEREAS, The projected completion date for RFP SHF2015-01 and the
10 Contracting process is September 26, 2015; and

11 WHEREAS, The Sheriff's Department desires to implement a new Inmate
12 Telephone Service Provider seamlessly without disruption to inmate services; and

13 WHEREAS, The original contract agreement is on file with the Clerk of the Board
14 of Supervisors in File No. 100442; and

15 WHEREAS, The First Amendment agreement is on file with the Clerk of the Board
16 of Supervisors in File No. 130801; and

17 WHEREAS, The Second Amendment agreement is on file with the Clerk of the
18 Board of Supervisors in File No. 140582, Resolution No. 217-14, dated June 24, 2014,
19 which is hereby declared to be part of this resolution as if set forth fully herein;

20 WHEREAS, The Third Amendment agreement is on file with the Clerk of the Board
21 of Supervisors in File No. 150070, which is hereby declared to be part of this resolution as
22 if set forth fully herein now, therefore, be it

23 RESOLVED, That the Board of Supervisors hereby approves the Inmate
24 Telephone Services Third Amendment by and between GTL, and the City and County of
25

1 San Francisco, acting by and through its Sheriff's Department, for a five month contract
2 extension, beginning June 1, 2015; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being
4 fully executed by all parties the Sheriff shall provide the final contract amendment to the Clerk
5 of the Board for inclusion into the official file.

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City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 554-7225

January 23, 2015
Reference: 2015-010

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and four copies of a proposed resolution for approval by the Board of Supervisors.

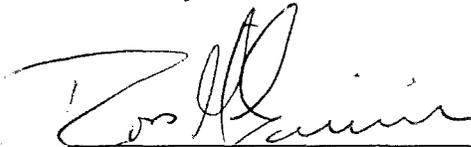
The resolution authorizes the Sheriff's Department to enter into a third amendment to the existing contract between the City and County of San Francisco and Global Tel* Link to extend the term for 5 months from June 1, 2015 to October 31, 2015.

The following is a list of accompanying documents:

- Proposed Resolution
- Third Amendment with Global Tel* Link
- Announcement of Federal Communications Commission action
- Ethics Form SFEC-126

Please contact Bree Mawhorter at (415) 554-4316 if you require more information. Thank you.

Sincerely,


ROSS MIRKARIMI
Sheriff

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
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**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of **June 1, 2015**, in San Francisco, California, by and between **GLOBAL TEL*LINK** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the contract to October 31, 2015;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated **June 1, 2010** between Contractor and City, as amended by the:

First amendment, dated **June 1, 2013**, and
Second amendment, dated **June 1, 2014**.

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2, **Term of the Agreement** of the Agreement currently reads as follows in the Second Amendment:

2. Term of the Agreement. Subject to Section 1, the term of this agreement shall be from June 1, 2010 to May 31, 2015.

In addition, the City shall have the option to extend the term of the Agreement on a month to month basis.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this agreement shall be from June 1, 2010 to October 31, 2015.

In addition, the City shall have the option to extend the term of the Agreement on a month to month basis.

2c. Insurance. Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

4) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the

performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

*

2d. Replacing “Earned Income Credit (EIC) Forms” Section with “Consideration of Criminal History in Hiring and Employment Decisions” Section. Section 32 “Earned Income Credit (EIC) Forms” is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant’s or potential applicant for employment’s, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **June 1, 2015**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

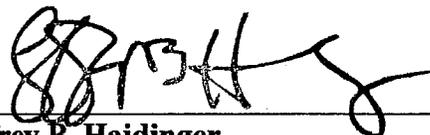
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

GLOBAL TEL*LINK



Ross Mirkarimi
Sheriff
San Francisco Sheriff's Department

Jeffrey B. Haidinger
President - Services
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

City vendor number: 32285

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Jana Clark
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser



NEWS

Federal Communications Commission
445 12th Street, S.W.
Washington, D. C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action.
See MCI v. FCC, 515 F 2d 385 (D.C. Circ 1974).

FOR IMMEDIATE RELEASE:
October 17, 2014

NEWS MEDIA CONTACT:
Mark Wigfield, 202-418-0253
E-mail: mark.wigfield@fcc.gov

FCC CONTINUES PUSH TO REIN IN THE HIGH COST OF INMATE CALLING

Seeks Comment on Comprehensive, Market-Based Approach to Reduce Cost of All Inmate Calls

Washington, D.C. – The Federal Communications Commission today took the next steps toward reining in the high cost of making a phone call to inmates behind prison walls.

Building off initial reform efforts started last year, the FCC is seeking comment on a comprehensive, market-based approach to achieving just, fair and reasonable rates for all inmate calling – local, in-state long-distance and out-of-state long distance. While the FCC in 2013 capped exorbitant interstate inmate calling rates, the cost of in-state calls remains high, calling fees have mounted, and payments to prisons unrelated to the cost of providing service have escalated, driving up rates.

The FCC is charged with ensuring that all Americans have access to communications services at just and reasonable rates. Carrying out this mandate for inmate calling is critical, as studies have shown that regular contact between inmates and their loved ones can reduce the rate of recidivism significantly.

In the Further Notice of Proposed Rulemaking adopted today, the FCC is seeking comment on whether to ban certain payments demanded by prisons of inmate calling service providers. These payments – called site commissions – are often used by prisons to pay for services and facilities not related to the cost of hosting calling services, driving up the cost of each call for families of inmates. A market not focused on the highest site commissions could free providers to submit market-driven, competitive bids for calling service contracts, based on cost, service, security, and other features.

The FCC is also seeking comment on the imposition of permanent rate caps on all services -- local, in-state long distance, and interstate long-distance. These caps would replace the current interim caps, and could protect inmates and their families from exorbitant rates as site commissions are phased out. The item seeks to ensure that any rate cap adopted is sufficient to cover the costs of protecting prison security and public safety. Finally, the Notice suggests phasing in reforms over a reasonable transition period so that providers and facilities can adapt.

In summary, the Further Notice of Proposed Rulemaking seeks comment on the following:

- Permanent rate caps on local, intrastate and interstate calling
- What level of cap would ensure coverage of the enhanced security requirements of inmate calling
- The elimination of per-call connection fees

- Prohibiting site commissions as a category for all interstate and intrastate services but permitting facilities to recover any legitimate costs of provisioning inmate calling services
- Capping and restricting ancillary fees, such as fees to open and maintain calling card accounts
- Phasing in these changes, with rate caps being effective in 90 days and a 2-year transition away from site commissions.
- Ensuring that inmate calling services are accessible for all Americans, including inmates and families with disabilities.
- Effective methods of enforcing inmate calling rate rules and reviewing their effect.

Comments are due 45 days after the Notice is published in the Federal Register, and reply comments, 60 days.

Action by the Commission October 17, 2014, by Second Notice of Proposed Rulemaking (FCC 14-158). Chairman Wheeler, Commissioners Clyburn and Rosenworcel. Commissioners Pai and O'Rielly concurring in part and dissenting in part. Chairman Wheeler, Commissioners Clyburn, Rosenworcel, Pai and O'Rielly issuing statements.

Docket No.: 12-375

-FCC-

News about the Federal Communications Commission can also be found
on the Commission's web site www.fcc.gov.

President, District 5
BOARD of SUPERVISORS



BOS 11, COB, GAO,
L&D, B+F
City Hall

1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7450
Fax No. 554-7454
TDD/TTY No. 544-5227

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
FEB 5 3 14 PM '15

London Breed

PRESIDENTIAL ACTION

Date: 2/5/15
To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____
(Primary Sponsor)

Title. _____

Transferring (Board Rule No. 3.3)

File No. 150070
(Primary Sponsor)

Title. Contract Amendment - Global Tel*Link - Inn

From: Government Audit & Oversight Committee

To: Budget & Finance Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____

Replacing Supervisor _____

For: _____ Meeting
(Date) (Committee)

London Breed, President
Board of Supervisors

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Global Tel*Link	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
Board of Directors: Robert B. McKeon, Chairman CEO: Brian Oliver CFO: Steve Yow Ramzi M. Musaliam, Partner COO: Jeff Haidinger Hugh Evans, Partner Blair Levin, Outside Director, Chevy Chase, MD Wayne Calabrese, Outside Director, Jupiter, FL Matthew Levine, Principal, American Securities Thomas J. Carella, Vice President, Principal Investment Area Michael J. Meehan, II, Steinberg Asset Management, LLC. Kevin Penn, Managing Director, American Securities. Paul Rosetti, Chairman, American Securities Brian Oliver, CEO, Global Tel*Link Subcontractor: Cooper Communications Group (CCG)	
Contractor address: Global Tel*Link 12021 Sunset Hills Road, Suite #100 Reston, VA 20190	
Date that contract was approved: June 1, 2010	Amount of contract: Approximately \$3,784,070.85 in revenue to the Inmate Welfare Fund is expected.
Describe the nature of the contract that was approved: The contract is for the Inmate Telephone System. The Sheriff's Department will receive revenue generated on all calls paid for by inmates and their families. The revenue will be deposited to the Inmate Welfare Fund.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed