

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

2
3 **Resolution retroactively authorizing the Sheriff's Department to enter into a fourth**
4 **amendment to the existing month-to-month contract with Global Tel*Link for inmate**
5 **telephone services to reduce the calling rates and fees for inmate telephone calls per**
6 **Federal Communications Commission Regulation, to modify the commission paid to**
7 **the Sheriff's Department, which will result in an anticipated revenue to the Inmate**
8 **Welfare Fund of \$34,000 per month.**

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

14 WHEREAS, The Sheriff's Department has an Inmate Welfare Fund, as provided by in
15 California Penal Code Section 5000-5030.1; and

16 WHEREAS, The original Global Tel*Link (GTL) contract term is June 1, 2010, to May
17 31, 2013, with two one-year options to extend the term; and

18 WHEREAS, The Sheriff's Department exercised two one-year options and an option to
19 extend term for five (5) additional months and amended the GTL contract to extend the term
20 to October 31, 2015; and

21 WHEREAS, On October 29, 2015, the Sheriff's Department exercised a month-to-
22 month contract option to extend the term to ensure uninterrupted inmate telephone service
23 during the inmate telephone contract negotiations and transition, if any, to a new telephone
24 provider; and

1 WHEREAS, On July 9, 2014, the Federal Communications Commission ("FCC")
2 held a workshop for reform of inmate interstate calling rates and indicated its intent to
3 enact reform of inmate calling rates; and

4 WHEREAS, On November 5, 2015, the FCC released an order to reform inmate
5 calling rates and fees; and

6 WHEREAS, On March 7, 2016, the U.S. Court of Appeals for the District of
7 Columbia Circuit stayed implementation of portions of the FCC's November 5, 2015,
8 Order for new, lower rate caps, and a related rule limiting fees for certain single call
9 services; and

10 WHEREAS, The U.S. Court of Appeals for the District of Columbia Circuit declined
11 to delay the implementation of the FCC's November 5, 2015, Order regarding ancillary
12 fees, surcharge fees, and flat rate calling rates; and

13 WHEREAS, The FCC's November 5, 2015, Order required jails to implement debit/pre-
14 paid and collect calling rate caps of \$0.21 and \$0.25 respectively and remove surcharge fees;

15 WHEREAS, To comply with the FCC's November 5, 2015, Order, the Sheriff's
16 Department desires to amend the GTL contract to adjust inmate call charge rates for
17 Collect, Pre-Paid Collect, and Pre-Paid Cards to \$0.14 per minute for Local calls and
18 \$0.18 per minute for Intralata, Interlata, and Interstate calls, eliminate all surcharges
19 charged to inmates and end-users for GTL to initiate the inmate telephone call, and
20 reduce the pre-paid collect fees; and

21 WHEREAS, The Sheriff's Department desires to amend the GTL contract to
22 require that GTL pay to the Sheriff's Department a monthly tiered Commission Rate
23 structure based on the Gross Revenue generated; and

24 WHEREAS, The Sheriff's Department deferred finalizing Request for Proposals
5 SHF2015-01 for Inmate Telephone Service Provider, from July 2014, to June 2016, in

1 order to incorporate the FCC November 5, 2015, ruling regarding inmate telephone rates;
2 and

3 WHEREAS, The projected completion date for RFP SHF2015-01 and the
4 Contracting process is October 31, 2016; and

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

7 WHEREAS, The original contract agreement is on file with the Clerk of the Board
8 of Supervisors in File No. 100442, Resolution No. 225-10, which is hereby declared to be
9 part of this resolution as if set forth fully herein; and

10 WHEREAS, The First Amendment agreement is on file with the Clerk of the Board
11 of Supervisors in File No. 130801, Resolution No. 438-13, which is hereby declared to be
12 part of this resolution as if set forth fully herein; and

13 WHEREAS, The Second Amendment agreement is on file with the Clerk of the
14 Board of Supervisors in File No. 140582, Resolution No. 217-14, which is hereby
15 declared to be part of this resolution as if set forth fully herein; and

16 WHEREAS, The Third Amendment agreement is on file with the Clerk of the Board
17 of Supervisors in File No. 150070, Resolution No. 60-15, dated March 03, 2015, which is
18 hereby declared to be part of this resolution as if set forth fully herein;

19 WHEREAS, The Fourth Amendment agreement is on file with the Clerk of the
20 Board of Supervisors in File No. 160982, which is hereby declared to be part of this
21 resolution as if set forth fully herein; now, therefore, be it

22 RESOLVED, That the Board of Supervisors hereby approves the Inmate
23 Telephone Services Fourth Amendment by and between GTL, and the City and County of
24 San Francisco, acting by and through its Sheriff's Department.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Fourth Amendment

THIS AMENDMENT ("Amendment") is made as of **June 20, 2016**, 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, the City and Contractor desire to modify the Agreement, as previously amended, on the terms and conditions set forth herein to amend the calling rates and fees for inmate telephone services; and

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

1. Definitions. The following definitions shall apply to this Fourth 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,
Second Amendment dated June 1, 2014, and
Third Amendment dated June 1, 2015.

1b. 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 5, Section 5, Compensation of the Agreement currently reads as follows in the Second Amendment:

5. Compensation. Contractor shall pay the Sheriff's Department an annual payment of Sixty Eight Thousand Dollars (\$68,000.00) payable within thirty (30) days of the execution of this Second Amendment. In addition, Contractor shall pay the Sheriff's Department monthly the greater of either: (1) forty thousand dollars (\$40,000.00); or (2) the sum of a commission rate of **sixty percent (60%) calculated** monthly on all Gross Revenue generated by and through the Inmate Telephone System ("ITS"), including but not limited to all collect, debit, pre-paid inmate telephone calls, and coin operated telephones. "Gross Revenue" shall include, but not be limited to, all surcharges, per minute fees and any additional fees generated by the completion of all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/ Interstate and International collect, debit and pre-paid inmate telephone calls placed from Contractor's equipment located at the Facilities. Also, Contractor shall pay the Sheriff's Department an initial annual Technology Payment consisting of four (4) quarterly payments of one thousand four hundred seventy dollars (\$1,470.00) for a total of five thousand eight hundred eighty dollars (\$5,880.00) for the traffic period of March 2014 through February 2015. A supplemental quarterly Technology Payment in the amount of one thousand four hundred seventy dollars (\$1,470.00) will be paid in addition to the initial Technology Payment for the traffic months of March, April and May 2015. The initial annual and supplemental Technology Payments shall be payable to the Sheriff's Department in advance on or before June 15, 2014 provided, further however, the initial annual and supplemental Technology Payments shall be reduced by an amount equal to the portion already paid by Contractor.

The Sheriff's Department and Contractor ("the parties" collectively) shall conduct a review of the initial Technology Payment in June 2015 and shall mutually agree upon any adjustment to the Technology Payment for the period of March 2014 through May 2015 based on actual call volume and patterns. Any adjustment and associated true-up shall be due and payable on or before June 15, 2015.

Should the Agreement be extended on a month to month basis at the Sheriff Department's sole discretion, the amount of a monthly Technology Payment shall be determined by the adjusted Technology Payment. If no adjustment is implemented, the monthly Technology Payment shall be four hundred ninety dollars (\$490.00) paid to the Sheriff's Department until the expiration of the Agreement. Should a federal, state or local regulatory agency determine that the Technology Payment under this agreement must be adjusted, the parties shall work together in good faith to mutually restructure the Technology Payment as to comply with the agency determination.

The monthly commission payment of Gross Revenue for interlata/interstate traffic shall be calculated at zero percent (0 %). The commission rate of Gross Revenue (as defined above) for all other call types shall remain at sixty percent (60 %).

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

5. Compensation. Contractor shall pay the Sheriff's Department the greater of either: a commission rate or MMG as specified in the below table. The commission rate paid shall be calculated on all Gross Revenue generated by and through the ITS including but not limited to all collect, debit, pre-paid inmate telephone calls, and coin operated telephones. "Gross Revenue"

shall include, but not be limited to, all surcharges, per minute fees and any additional fees generated by the completion of all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International collect, debit and pre-paid inmate telephone calls placed from Contractor's equipment located at the Facilities.

Revenue Level	Commission Rate	MMG
\$70,000.01 – Greater	55%	\$38,500.01
\$50,000.01 – \$70,000.00	45%	\$22,500.00
\$45,000.01 – \$50,000.00	40%	\$18,000.00
\$0.00 – \$45,000.00	20%	\$0.00

The monthly Technology Payment shall be four hundred ninety dollars (\$490.00) paid to the Sheriff's Department until the expiration of the Agreement. Should a federal, state or local regulatory agency determine that the Technology Payment under this agreement must be adjusted, the parties shall work together in good faith to mutually restructure the Technology Payment as to comply with the agency determination.

The monthly commission payment of Gross Revenue for interlata/interstate traffic shall be calculated at zero percent (0 %.) The commission rate of Gross Revenue (as defined above) for all other call types is shown in the table above.

2b. Appendix B – Calculation of Charges; Section 1. C. Fees, currently reads as follows:

C. The Sheriff's Department agrees that the following description of charges, fees and taxes are cost recovery in nature, and therefore not considered revenue by GTL, and no commissions will be paid on these charges, fees and taxes:

Description of Charge	When Applied	Amount
Singe Bill Fee	Monthly per Paper Invoice	\$2.49
Automated IVR Deposit of \$25*	Per Transaction	\$6.75
Automated IVR Deposit of \$50*	Per Transaction	\$6.75
Credit Card Deposit through GTL Website**	Per Transaction	\$9.50
AdvancePay Account Close-Out Fee	One Time	\$5.00
Regulatory Recovery Fee - Prepaid Collect and Debit	Per Transaction	\$0.00
Regulatory Recovery Fee – Collect	Per Month	\$1.99
Deposit sent to GTL via Western Union***	Per Transaction	\$0.00
Certified Check or Money Order mailed to GTL	Per Transaction	\$0.00

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

C. The Sheriff's Department and Contractor have mutually agreed upon the fees and charges for pre-paid collect accounts as detailed below, provided, however, for the

avoidance of doubt, such fees and charges shall not constitute Gross Revenue, and no commissions will be paid on these charges, fees and taxes:

Description of Charge	When Applied	Amount
Pre-Paid Collect Funding Fee (Live Representative)	Per Funding/Deposit	\$5.95
Pre-Paid Collect Funding Fee (Automated)	Per Funding/Deposit	\$3.00
Pre-Paid Collect Funding Fee (Check or Money Order)	Per Funding/Deposit	\$0.00
Refund Fee	Per Funding/Deposit	\$0.00
All Other Fees	Prohibited	\$0.00

The Department shall allow required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.

2c. Appendix B – Calculation of Charges; Section 1. D. Calling Rates, currently reads as follows:

D. Both parties have mutually agreed upon the rates for inmate telephone calls, as detailed below. Should a federal, state or local regulatory agency or court determine that these rates are inconsistent with any applicable law, the parties agree to work together in good faith to adjust the rates consistent with any applicable laws.

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$1.25	\$0.10	\$1.25	\$0.10	\$1.25	\$0.10
Intralata/Intrastate	\$1.50	\$0.17	\$1.50	\$0.17	\$1.50	\$0.17
Interlata/Intrastate	\$1.50	\$0.17	\$1.50	\$0.17	\$1.50	\$0.17
Interlata/Interstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	n/a	n/a	n/a	n/a	\$3.95	\$1.60

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

D. Both parties have mutually agreed upon the rates for inmate telephone calls, as detailed below. Should a federal, state or local regulatory agency or court determine that these rates are inconsistent with any applicable law, the parties agree to work together in good faith to adjust the rates consistent with any applicable laws.

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$0.00	\$0.14	\$0.00	\$0.14	\$0.00	\$0.14
Intralata/Intrastate	\$0.00	\$0.18	\$0.00	\$0.18	\$0.00	\$0.18
Interlata/Intrastate	\$0.00	\$0.18	\$0.00	\$0.18	\$0.00	\$0.18
Interlata/Interstate	\$0.00	\$0.18	\$0.00	\$0.18	\$0.00	\$0.18

2d. Appendix B – Calculation of Charges; Sections 2. A, B, and I. are hereby deleted in their entirety, and Section 2 shall be renumbered to reflect the changes indicated above.

2e. Sugar-Sweetened Beverage Prohibition. Section 58 is hereby added to the Agreement, as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

3. Effective Date. Each of the modifications set forth in this Amendment shall be effective on and after **June 20, 2016**.

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.

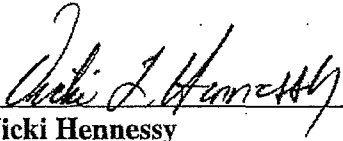
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

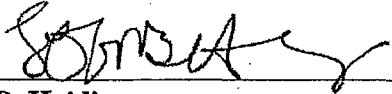
CONTRACTOR

Recommended by:

GLOBAL TEL*LINK



Vicki Hennessy
Sheriff
San Francisco Sheriff's Department

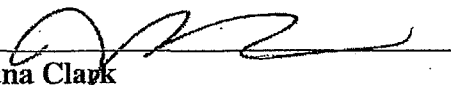


Jeffrey B. Haidinger
President - Services
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

City vendor number: **32285**

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Jana Clark
Deputy City Attorney



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October 26, 2015

(sent via email)

Global Tel* Link (GTL)
Attn: Emily Stein
2609 Cameron Street
Mobile, AL 36607

Dear Ms. Stein:

On behalf of the City and County of San Francisco ("City"), Praeses appreciates all of the ongoing assistance and services provided by GTL.

As you are aware, the agreement currently in place between GTL and the City ("Agreement") is due to expire on October 31, 2015. On behalf of the City, Praeses hereby notifies GTL of the City's intent to extend the Agreement at the current terms and conditions (as amended) on a month-to-month basis past the expiration date as detailed in Section 2 of the Third Amendment (dated June 1, 2015) to the Agreement. This is not notification to remove any equipment from or discontinue any services provided to the San Francisco County Sheriff's Department facilities. The City anticipates that a new agreement, pursuant to RFP # SHF2015-01 will be approved by the Board of Supervisors within 30-60 days of the date on this letter.

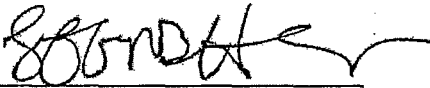
Please provide your acknowledgement and agreement for the month-to-month extension by signing below and returning an executed copy of this letter to my attention via email at ann.day@praeses.com.

Your attention to this matter is greatly appreciated.

Sincerely,

Ann Day
Director

Read and Agreed to:



GTL

cc: Henry Gong - San Francisco Sheriff's Department
Jessica Jones - Praeses



PUBLIC NOTICE

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

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

DA 16-280

Released: March 16, 2016

WIRELINE COMPETITION BUREAU ADDRESSES APPLICABLE RATES FOR INMATE CALLING SERVICES AND EFFECTIVE DATES FOR PROVISIONS OF THE *INMATE CALLING SERVICES SECOND REPORT AND ORDER*

WC Docket No. 12-375

With this Public Notice, we remind providers of Inmate Calling Services (ICS) of the applicable rates for ICS and effective dates for provisions of the Federal Communications Commission's (Commission) 2015 order governing ICS.¹

Background. On November 5, 2015, the Commission released the *2015 ICS Order*, which undertook comprehensive reform of the ICS marketplace and, among other things, established new rate caps for both interstate and intrastate ICS calls, limited ancillary service charges, and adopted other measures designed to ensure that ICS rates are fair, just, and reasonable. Several parties filed motions asking the United States Court of Appeals for the District of Columbia Circuit (D.C. Circuit) to stay many of the rules adopted in the *2015 ICS Order*.² On March 7, 2016, the D.C. Circuit stayed two individual provisions of the Commission's ICS rules: 47 CFR § 64.6010 (setting caps on ICS calling rates that vary based on the size and type of facility being served) and 47 CFR § 64.6020(b)(2) (setting caps for single-call services).³ The D.C. Circuit's *March 7 Order* left the Commission's order and adopted rules undisturbed "in all other respects."⁴

Effective Dates of Rules. In accordance with the *2015 ICS Order*, the rules limiting charges for ancillary services – other than the rule related to single-call services, which the D.C. Circuit stayed – will take effect on March 17, 2016 for all ICS calls from prisons, and on June 20, 2016 for all ICS calls from

¹ *Rates for Interstate Inmate Calling Services*, Second Report and Order and Third Further Notice of Proposed Rulemaking, 30 FCC Rcd 12763 (2015) (*2015 ICS Order*). This Public Notice supersedes the information in the previous Public Notice regarding the effective dates of the Commission's ICS rules and requirements. *Wireline Competition Bureau Announces the Comment Cycle and Effective Dates for the Inmate Calling Second Report and Order and Third FNPRM*, Public Notice, 30 FCC Rcd 14507 (WCB 2015).

² See *Opposition of Respondent the Federal Communications Commission to Motions for Partial Stay at 2, Global Tel*Link v. FCC*, No. 15-1461 (D.C. Cir. Feb. 12, 2016) (summarizing the motions ICS providers filed with the D.C. Circuit).

³ See *Global Tel*Link v. FCC*, No. 15-1461 (D.C. Cir. Mar. 7, 2016) (*March 7 Order*).

⁴ *Id.* at 2.

jails.⁵ Those same effective dates also apply to the rates for ICS calls involving TTY devices,⁶ the rule governing the treatment of taxes and fees,⁷ the rule prohibiting per-call or per-connection charges,⁸ the rule prohibiting flat-rate calling,⁹ and the rules governing minimum and maximum calling account balances.¹⁰ In addition, as noted below, the interim rate caps – \$0.21 per-minute for debit and prepaid ICS calls and \$0.25 per-minute for collect ICS calls – first established in the *2013 ICS Order*¹¹ and extended in the *2015 ICS Order*¹² remain in effect for interstate ICS calls, and will take effect for intrastate calls from prisons on March 17, 2016, and for intrastate ICS calls from jails on June 20, 2016.¹³

The rules requiring annual reporting and certification are subject to the Paperwork Reduction Act, as is the rule requiring consumer disclosure of ICS rates.¹⁴ Those rules will take effect upon publication in the Federal Register of a notice of Office of Management and Budget (OMB) approval.¹⁵ All other rules and requirements adopted in the *2015 ICS Order* are either in effect, or will take effect on March 17, 2016, except for the one-time Mandatory Data Collection, which is to occur two years after it is approved by OMB.¹⁶

Telmate Request. On March 11, 2016, Telmate, LLC (Telmate) sought clarification from the Wireline Competition Bureau as to the effectiveness of the interim rate caps with respect to intrastate calls.¹⁷ Contrary to certain statements made by Telmate, the interim rate caps will apply to all interstate

⁵ 47 CFR § 64.6020(a), (b)(1), (3)-(5). As noted above, 47 CFR § 64.6020(b)(2) has been stayed by the D.C. Circuit. See *March 7 Order*.

⁶ 47 CFR § 64.6040(a)-(b).

⁷ 47 CFR § 64.6070.

⁸ 47 CFR § 64.6080.

⁹ 47 CFR § 64.6090.

¹⁰ 47 CFR § 64.6100.

¹¹ *Rates for Interstate Inmate Calling Services*, Report and Order and Further Notice of Proposed Rulemaking, 28 FCC Red 14107 (2013) (*2013 ICS Order*).

¹² See 47 CFR § 64.6030 (stating that “[n]o Provider shall charge a rate for Collect Calling in excess of \$0.25 per minute, or a rate for Debit Calling, Prepaid Calling, or Prepaid Collect Calling in excess of \$0.21 per minute”). Under the Commission’s rule, the interim caps will “sunset upon the effectiveness of the rates established in section 64.6010.” 47 CFR § 64.6030. The D.C. Circuit has, for the time being, stayed the rates established under section 64.6010. See *March 7 Order* at 1-2. Thus, the interim caps have not sunset.

¹³ See *2015 ICS Order*, 30 FCC Red at 12918, para. 336 (indicating that the definitions adopted in 47 CFR § 64.6000 take effect 90 days from publication in the Federal Register, but that rules and requirements governing the rates and fees for ICS in jails take effect 6 months from the date of publication); see also *infra*, addressing Telmate, LLC’s request for clarification.

¹⁴ 47 CFR § 64.6060 (imposing annual reporting and certification requirements); 47 CFR § 64.6110 (requiring disclosure of ICS rates).

¹⁵ *2015 ICS Order*, 30 FCC Red at 12918, para. 338.

¹⁶ See *id.* at 12862, 12918-19, paras. 198, 336, 339.

¹⁷ Letter from Brita Strandberg, Counsel to Telmate, LLC, to Matthew DelNero, Chief, Wireline Competition Bureau, FCC, WC Docket No. 12-375 (filed Mar. 11, 2016) (Telmate Letter); see also Letter from Marcus Trathen, Counsel to Pay Tel Communications, Inc., to Matthew DelNero, Chief, Wireline Competition Bureau, FCC, WC (continued...)

and intrastate ICS calls. The interim rate caps apply to intrastate ICS calls by operation of the rules adopted in the *2015 ICS Order* and the terms of the D.C. Circuit's *March 7 Order*.¹⁸ Rule 64.6000(j) defines "Inmate Calling Service" as "a service that allows Inmates to make calls to individuals outside the Correctional Facility where the Inmate is being held, regardless of the technology used to deliver the service."¹⁹ The definition does not distinguish between interstate or intrastate calls, and thus the "Inmate Calling Services Interim Rate Cap" set forth in rule 64.6030 applies to both interstate and intrastate calls. More specifically, rule 64.6030 prohibits any "Provider" from charging rates for "Collect Calling . . . Debit Calling, Prepaid Calling, or Prepaid Collect Calling" in excess of the interim rate caps.²⁰ The terms "Provider," "Debit Calling," "Prepaid Calling," and "Prepaid Collect Calling" all incorporate the definition of "Inmate Calling Service" and thus apply to both interstate and intrastate calls.²¹ Likewise, the Commission's definition of "Collect Calling" encompasses both interstate and intrastate calls.²² Accordingly, and as discussed above, the interim rate caps will remain in effect for interstate ICS calls and will take effect for intrastate calls in accordance with the schedule adopted in *2015 ICS Order*.

For further information, please contact Gil Strobel, Wireline Competition Bureau, Pricing Policy Division, at 202-418-7084 or via e-mail at gil.strobel@fcc.gov.

- FCC -

(Continued from previous page) _____

Docket No. 12-375 at 1 (filed Mar. 15, 2016) (contending that clarification is not necessary but agreeing with Telmate that the interim rate caps should not be construed to reach intrastate calls). The Wright Petitioners filed an "initial response" to the Telmate Letter later that same day. Letter from Andrew Jay Schwartzman, Counsel to the Wright Petitioners, to Matthew DelNero, Chief, Wireline Competition Bureau, FCC, WC Docket No. 12-375 at 1 (filed Mar. 11, 2016) (Wright Petitioners' Response).

¹⁸ Contrary to Telmate's contention (Telmate Letter at 3), it is not a "bizarre result" of the *March 7 Order* that ICS providers will, for the time being, be unable to charge as much for some categories of calls (calls from small jails, and collect calls from medium- and large-sized jails) as the permanent rate caps would have permitted. The Commission found that the cost of providing both interstate and intrastate ICS for most calls and facilities is much less than what providers are permitted to charge under the interim rate caps. See *2015 ICS Order*, 30 FCC Rcd at 12775, para. 22 (adopting rate caps that are lower than the interim rate caps for the vast majority of calls). In view of that finding – and when for most calls, the interim rate caps permit ICS providers to charge much higher rates than would the permanent rate caps – the *March 7 Order* reasonably ensures that intrastate calls will not go unregulated while the *2015 ICS Order* is appealed. Insofar as Telmate contends that the interim rate caps cannot reasonably apply to intrastate calls because, "read literally," the definition of Inmate Calling Services "would also apply to international calls," see Telmate Letter at 3, the Commission made clear in the *2015 ICS Order* that "international calls are not subject to [the Commission's] rate caps" – a point that Telmate acknowledges. See Telmate Letter at 3 (quoting *2015 ICS Order*, 30 FCC Rcd at 12798, para. 69).

¹⁹ 47 CFR § 64.6000(j); see also Wright Petitioners' Response at 2-3 (discussing the effect of the Commission's revision of 47 CFR § 64.6000(j)).

²⁰ 47 CFR § 64.6030.

²¹ See 47 CFR § 64.6000(g), (p), (q), (s).

²² See 47 CFR § 64.6000(d) (defining Collect Calling as "an arrangement whereby the called party takes affirmative action clearly indicating that it will pay the charges associated with a call originating from an Inmate Telephone"); see also 47 CFR § 64.6000(k) (defining "Inmate Telephone" as "a telephone instrument, or other device capable of initiating calls" – not limited to interstate calls – "set aside by authorities of a Correctional Facility for use by Inmates").



**OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO**

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



**VICKI L. HENNESSY
SHERIFF**

September 12, 2016
Reference: CFO-2016-13

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

Re: Contract Amendment to Global Tel*Link Inmate Telephone Services Contract

Dear Ms. Calvillo:

I am submitting this request on the behalf of Sheriff Vicki Hennessy. Attached please find a proposed resolution for approval by the Board of Supervisors.

The resolution authorizes the Sheriff's Department to enter into a fourth amendment to the existing contract between the City and County of San Francisco and Global Tel* Link to reduce the calling rates and fees for inmate telephone calls per Federal Communications Commission Regulation and to modify the commission paid to the Sheriff's Department.

The following is a list of accompanying documents for this resolution:

- Proposed resolution (Redline, 1 hard copy, and 1 electronic copy)
- Fourth Amendment with Global Tel* Link
- GTL Month-to-Month Agreement
- Federal Communications Commission Public Notification

Please contact Henry Gong at (415) 554-7241 if you require more information. Thank you.

Sincerely,


Mylan Luong
Acting Deputy Director/ CFO

enclosure

