

~~AMENDMENT NUMBER SEVEN TO
CONTRACT MA-060-15010542
BETWEEN THE
COUNTY OF ORANGE
AND
GLOBAL TEL*LINK CORPORATION~~

~~This AMENDMENT NUMBER SEVEN to Contract Number MA-060-15010542 (hereinafter "AMENDMENT SEVEN") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY"), and Global Tel * Link Corporation (hereinafter "CONTRACTOR"), with a business address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042, is made upon execution of all necessary signatures.~~

~~RECITALS~~

~~WHEREAS, COUNTY and CONTRACTOR executed a CONTRACT for Inmate Telephone Services on November 25, 2014 (hereinafter "ORIGINAL CONTRACT") for a three (3) year term of November 25, 2014 through and including November 24, 2017;~~

~~WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates, charges, fees, and other requirements; and~~

~~WHEREAS, COUNTY and CONTRACTOR retroactively modified the ORIGINAL CONTRACT on October 17, 2017 in order to implement the FCC mandated rates, charges, fees and other requirements, as further provided below effective June 20, 2016; and~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER ONE") for a one year term of November 25, 2017 through and including November 24, 2018; and~~

~~WHEREAS, COUNTY renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER TWO") for a six month term of November 25, 2018 through and including May 24, 2019; and~~

~~WHEREAS, the Orange County Board of Supervisors ("Board"), at the November 6, 2018 Board Meeting, delegated the authority to the Orange County Sheriff's Department to execute on behalf of COUNTY an additional six month extension with the option to renew for an additional six month period; and~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a term of May 25, 2019 through and including November 24, 2019, with the option to renew for an additional six month period, and COUNTY and CONTRACTOR amended Paragraph P., Insurance Provisions, of the ORIGINAL CONTRACT in its entirety, and~~

~~amended Paragraph S., Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County’s Conflict of Interest Policy as stated in Paragraph S herein (hereinafter “AMENDMENT NUMBER THREE”); and~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a six month term of November 25, 2019 through and including May 24, 2020 (hereinafter “AMENDMENT NUMBER FOUR”); and~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a one year term of May 25, 2020 through and including May 24, 2021 (hereinafter “AMENDMENT NUMBER FIVE”);~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a one year term of May 25, 2021 through and including November 24, 2021 (hereinafter “AMENDMENT NUMBER SIX”);~~

~~WHEREAS, the California Public Utilities Commission’s (CPUC) issued an adoption of caps on phone rates for incarcerated individuals on Thursday, August 19, 2021, as well as the Federal Communications Commission’s (FCC) adoption of its final rule regarding rates for interstate inmate calling services published on July 28, 2021, which mandated rates, charges, fees, and other requirements; and~~

~~WHEREAS, COUNTY and CONTRACTOR desire to retroactively modify the ORIGINAL CONTRACT in order to implement the CPUC mandated rates, charges, fees and other requirements, as further provided below effective October 7, 2021; and~~

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a six month term of November 25, 2021 through and including May 24, 2022 and the CONTRACTOR has agreed to provide the services as set forth in AMENDMENT NUMBER SEVEN, as amended;~~

~~NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:~~

~~1. ARTICLES~~

~~a. Additional Terms and Conditions, Section “Term of Contract”, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

~~1. Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures and continue in effect from 11/25/14 through and including 5/24/22 unless otherwise terminated by County. The period of 11/25/14 through and including 11/24/17 shall be known as Contract number MA-060-15010542. The period of 11/25/17~~

~~through and including 11/24/18 shall be known as Contract number MA-060-18010006. The period of 11/25/18 through and including 5/24/19 shall be known as Contract number MA-060-19010051. The period of 5/25/19 through and including 11/24/19 shall be known as Contract Number MA-060-19011730. The period of 11/25/19 through and including 5/24/20 shall be known as Contract number MA-060-20010498. The period of 5/25/20 through and including 5/24/22 shall be known as Contract number MA-060-20011176. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

~~b. Additional Terms and Conditions, paragraph #27, Revenue Sharing and Commission Payments shall read in its entirety as follows:~~

~~27. **Administrative Payments:** Effective October 7, 2021, lieu of a Minimum Annual Guarantee (MAG)/Minimum Monthly Guarantee (MMG) and an Administration Fee, Contractor shall pay the County a Site Administrative Payment of Seven Hundred Twenty Thousand Dollars (\$720,000) per year, which equates to Sixty Thousand Dollars (\$60,000) per month. Payments shall be made to the County in equal monthly installments. Payments shall be due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month).~~

~~c. Attachment A, Scope of Work, Section C., Call Detail and Management Reporting #17 Call Charges and Fees is deleted and replaced in its entirety as follows:~~

~~17. Call Charges and Fees~~

~~— On October 7, 2021, the rates and charges for international, interstate, and intrastate inmate telephone service (“ITS”) calls and associated transaction fees (“Transaction Fees”) set forth in the Contract shall be deemed revised without further action by the Parties, and shall be implemented compliant with the CPUC and FCC rules and regulations, as follows:~~

~~A. **Inmate Telephone Services.**~~

~~Intrastate and Interstate ITS calls made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.07 per minute of use with a maximum cost of a call of \$2.10 for 30 minutes.~~

~~International ITS calls, whether made using a debit, prepaid/AdvancePay™ format shall not exceed \$0.14 + applicable international wholesale carrier charges. Rates shall be published on the Contractor’s website. The maximum cost of a 30 minute call shall be \$4.20 + pass through only (no mark up~~

allowed).

No per call, per connection, or flat rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs.

Transaction Fees. Contractor may charge certain Transaction Fees in accordance with the following schedule. These Transaction Fees are cost recovery in nature and are not considered revenue by Contractor therefore no commission is paid on these fees.

<u>Account Transaction Fees</u>	<u>Amount</u>
<u>Fee for automated payment for credit card, debit card, and bill processing fees</u>	<u>\$0.00</u>
<u>Fee for payment using live operator</u>	<u>\$0.9500</u>
<u>Fee for paper bill/statement</u>	<u>\$0.00</u>
<u>Single call</u>	<u>\$0.00</u>
<u>Fee for use of third party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third party commissary accounts)</u>	<u>The exact fee from the third party provider passed through directly to customer with no markup, not to exceed \$6.95</u>

Penalties

<u>Severity Level</u>	<u>Severity Examples Level (Inmate Use)</u>	<u>Severity Examples Level (Monitoring)</u>	<u>Response Time</u>	<u>Expected Resolution Time</u>	<u>Fine Per partial/full day</u>
<u>Critical</u>	<u>Server or Carrier unavailable or major service interruptions involving 30% or more</u>	<u>Server Unavailable or major service interruptions</u> <u>Recording or monitoring</u>	<u>1 Hour</u>	<u>8 Hours</u>	<u>≥8 but <48 hours</u> <u>000.00</u> <u>≥48 but <72 hours</u> <u>\$1,500.00</u>

4

	of the system	have stopped			>72 hours- \$2,500.00
					Second- Occurrence- or more in same- contract year \$5,000
Severe	Service- interruptions- affecting 25%- 30% of the inmates/wards housed in a single unit	Sound quality is distorted or workstation non functional	4 Hours	24 Hours	>24 but <48 hours- \$500.00
					>48 but <72 hours- \$1,000.00
					>72 hours- \$1,500.00
Minor	Single phone out of service but other phones remain available and functional	System responses have slowed or keyboard is malfunctioning	8 Hours	Hours	>40 but <72 hours- \$100.00
					>72 hours- \$300.00
Cosmetic	Damage to phone but phone is still functional	Keyboard is sticking	24 Hours	Hours	>80 hours- \$100.00

~~e. ATTACHMENT C, Revenue Sharing and Payment of the ORIGINAL CONTRACT is deleted and replaced in its entirety with Attachment C, Payments, as follows:~~

~~Contractor shall pay the County in accordance with the provisions of Paragraph 27 "Site Administrative Payments" in the Contract, as follows:-~~

~~Contractor shall pay the County a Site Administrative Payment of \$60,000 per month, in advance, by the first business day of each month.-~~

~~_____ Payment for October 2021 shall be prorated as follows:~~

~~September 26, 2021–October 6, 2021~~

~~Monthly MMG of \$264,000 / 30 days in fiscal October x 11 days =
\$96,800~~

~~Administration Fee of \$42,833.33 / 30 days in fiscal October x 11 days =
\$15,705.55~~

~~_____ October 7, 2021–October 25, 2021~~

~~Site Administrative Payment of \$60,000 / 30 days in fiscal October x 19-
days = \$38,000~~

~~_____ Revenue payments and/or the certification shall be sent by Contractor to the
County at the following address:-~~

~~_____~~

~~_____ Sheriff-Coroner Department~~

~~_____ Financial Services~~

~~_____ 320 N. Flower Street~~

~~_____ Santa Ana, CA 92703~~

~~_____ Attn: Accounts Receivable~~

- ~~2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.~~
- ~~3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.~~
- ~~4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.~~
- ~~5. A true and correct copy of AMENDMENT NUMBER THREE is attached hereto as Exhibit D and incorporated by this reference.~~
- ~~6. A true and correct copy of AMENDMENT NUMBER FOUR is attached hereto as Exhibit E and incorporated by this reference.~~
- ~~7. A true and correct copy of AMENDMENT NUMBER FIVE is attached hereto as Exhibit F and incorporated by this reference.~~
- ~~8. A true and correct copy of AMENDMENT NUMBER SIX is attached hereto as Exhibit G and incorporated by this reference.~~
- ~~9. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE through SIX, except as amended herein and to the extent they are not inconsistent~~

~~with this AMENDMENT NUMBER SEVEN, remain unchanged and in full force and effect.~~

~~—Signature Page to Follow—~~

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR*: GLOBAL TEL*LINK CORPORATION

Signature _____

Print Name

Title

Date

Signature _____

Print Name

Title

Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

COUNTY OF ORANGE,
a political subdivision of the State of California

By _____ Title _____

Print Name _____ Date _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-15010542)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-18010006)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-19010051)

11

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-19011730)

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number MA-060-20010498)

EXHIBIT F

AMENDMENT NUMBER FIVE (Contract Number MA-060-20011176)

EXHIBIT G

AMENDMENT NUMBER SIX (Contract Number MA 060 20011176)