



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: May 15, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Global Tel*Link Corporation

***Project Title/Description:**

Inmate Phone System

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-14-428. Amendment No. 5, to extend the term of the contract from August 31, 2019 to August 31, 2021, and add an additional inmate phone system feature, Call IQ Advanced Intelligent Keyword Search, and National Fusion Center services. Administering Department: Sheriff.

This amendment provides an additional system feature and services to Pima County at no cost that will also avoid costs for the Pima County Attorney's Office.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, on March 11, 2014, the Procurement Director approved an award of contract for an initial term of three (3) years with two (2) one-year renewal options. This was awarded as a no cost, revenue contract.

Amendments 1, 2, 3 and 4 were approved by the Procurement Director to change service fees pursuant to FCC Order, add additional scope for enhanced services including IP enabled tablets, access to an electronic law library, additional tablet subscription service choices and commission rate changes.

PRCUID: 125405

Attachment: Master Agreement.

***Program Goals/Predicted Outcomes:**

To provide telephone system services to inmates. The expanded scope allows inmates to use tablets for games, reading, watching movies, schoolwork, email and electronic visitations with family and friends.

***Public Benefit:**

To provide activity and social outlet for inmates and to generate revenue that is used to offset costs at the Pima County Jail.

***Metrics Available to Measure Performance:**

Monitoring of use of equipment and minutes to track revenue.

***Retroactive:**

No.

MAY 05 10 08 AM PRCUID: 125405

To: COB - 5-9-18
Pgs - 4
(1) Addendum

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 14-428

Amendment No.: 5 AMS Version No.: 11

Effective Date: 05/15/2018 New Termination Date: 8/31/2021

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 0.00

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Nancy Page, Procurement Officer *mp*

Department: Procurement *mp* Telephone: 724-3563 *5/4/18*

Department Director Signature/Date: *Wendy Petersen* *5/4/18*

Deputy County Administrator Signature/Date: *Jon Burke* *5-8-18*

County Administrator Signature/Date: *Eric Beckwith* *5/8/18*
(Required for Board Agenda/Addendum Items)



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1400000000000000428

MA Version: 11

Page: 1 of 2

Description: Inmate Telephone, email and web based visitation system

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: SAL SERVIN
	Phone: 5207249510
	Email: sal.servin@pima.gov

T E R M S	Initiation Date: 05-15-2018					
	Expiration Date: 08-31-2021					
	<table> <tr> <td>NTE Amount:</td> <td>\$1.00</td> </tr> <tr> <td>Used Amount:</td> <td>\$0.00</td> </tr> </table>		NTE Amount:	\$1.00	Used Amount:	\$0.00
	NTE Amount:	\$1.00				
	Used Amount:	\$0.00				

V E N D O R	GLOBAL TEL* LINK CORPORATION	Contact: MS RAE PEARSON
	6612 E 75TH ST FOURTH FLOOR	Phone: 317-558-3151
	INDIANAPOLIS IN 46250	Email: rpearson@gtl.net
		Terms: 0.00 %
		Days: 30

Shipping Method:
Delivery Type:
FOB:
Modification Reason This Amendment is to extend the term of the contract from August 31, 2019 to August 31, 2021 and to add an additional inmate phone system feature, Call IQ Advanced - Intelligent Keyword Search, and National Fusion Center services. Attachment: Amendment No. 5

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS



Master Agreement No: 14000000000000000428

MA Version: 11

Page: 2 of 2

Line	Description					
1	Inmate Phone Services					
	Service Contract Amt (Not-To-Exceed)			Service From	Service To	
	0.00					
2	Repairs and Maintenance for inmate phone system					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$0.00			
3	IP Enabled Tablets					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$0.00			

AMENDMENT # 05 TO MASTER AGREEMENT

This Amendment # 05 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain **MASTER AGREEMENT - 1400000000000000428**, dated September 1, 2014, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Company”), and Pima County Arizona, with an address of I270 W Silverlake Road, Tucson, Arizona 85713 (“Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to extend the term of the Agreement; and

WHEREAS, the Parties have agreed, in consideration of the foregoing, to amend the Agreement in order to add National Fusion Center Support, as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. The Agreement is hereby extended two (2) years from August 31, 2019 to August 31, 2021 (“Extension Term”).
2. At no additional cost to Premises Provider, Company will provide to Premises Provider and the Pima County Attorney’s Office the additional Inmate Telephone Features as follows: Call IQ® Advanced, described in the attached Exhibit A (three pages).
3. At no additional cost to Premises Provider, Company will provide to Premises Provider and the Pima County Attorney’s Office National Fusion Center Services as follows:
 - a. National Fusion Center Services. Subject to the limitations in Paragraph 3(b) below, *and the terms and conditions of Master Agreement 1400000000000000428, including, but not limited to Article 43, Control of Data*, Company may use Premise Provider’s data (collectively “Premise Provider Data”) which Company maintains as part of the Services under the Agreement, in order to provide analytic and forensic capabilities, real time alerts, and other intelligence information products and reports (“National Fusion Center Service” or “Service”) to Premises Provider and to Company’s other correctional facility customers who have also agreed that Company may use their customer data.
 - b. Premises Provider Data. Premises Provider agrees and consents (“opt in”) to allow Company to use Premise Provider’s Data, which Company maintains as part of the Services under the Agreement or is otherwise provided by Premises Provider and/or ingested into Company’s systems from other sources, in order to provide National Fusion Center Services to Premises Provider and to Company’s other correctional facility customers who have also “opted-in” and have agreed that Company may use their customer data. Company acknowledges and agrees, however, that any sharing of Premise Provider Data will be limited by, and subject to, its existing contractual obligations, including but not limited to Master Agreement 1400000000000000428, Article 43, Control of Data Provided by Pima County. Before sharing any Premises Provider’s Data with its other customers, Company must notify Premises Provider’s assigned commander and the Chief of Detectives of the Pima County Attorney’s Office of the particular data that it intends to share with its other customers. Company will not share any data without first obtaining the written permission of Premises Provider’s assigned commander and the Chief of Detectives of the Pima County Attorney’s Office. Notice will be provided as follows:

CONTRACT	
NO.	<u>MA-PO-14-428</u>
AMENDMENT NO.	<u>05</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

Captain Sean Stewart
Pima County Sheriff's
Department
1270 West Silverlake,
Tucson, AZ 85713
Sean.Stewart@sheriff.pima.gov
(520) 351-8384

Detective Keith St. John
Pima County Attorney's Office
32 N. Stone Ave., Suite 1800
Tucson, Arizona 85701
Keith.StJohn@pcao.pima.gov
(520) 724 5727

c. Company Obligations. Company will a) provide access to Company intelligence reports based on Customer data furnished to Company under this Amendment in support of Premises Providers investigations; b) provide a maximum one (1) Full-Time Equivalent National Fusion Center Analyst remote (offsite); and c) provide additional surge support in times of emergency incidents. Company makes no representation regarding the accuracy or completeness of any of the National Fusion Center Services. National Fusion Center Services are being provided on an AS IS basis. Company and its affiliates will have no liability whatsoever for Customer's reliance on any of the National Fusion Center Services furnished under this Amendment.

d. Premises Provider Obligations. Premises Provider: a) will provide Company Premises Provider Data as defined herein; b) will provide Premises Provider Data in mutually agreed upon format; c) will facilitate the secure transfer of Premises Provider Data to Company; d) for third party information, warrants and represents that information is provided under a court warrant or order, a grand jury subpoena, a legislative authorization, or a statutory authorization, or a request of an investigative or law enforcement officer; e) will comply with all laws related to use of information; and f) will designate a point of contact for the transmission of Premises Provider Data.

e. Ownership. Company shall own all rights in and to any documentation or reports produced by Company or on its behalf as part of the National Fusion Center support, and will own all rights to the National Fusion Center Services.

f. Use of Premises Provider Data. Premises Provider acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the use or transmission by Premises Provider of the data provided in Fusion Center Services, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such laws, regulations, or guidelines, and compliance therewith, and makes its own determination on when and how to use the data supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.

g. **LIMITATION OF LIABILITY.**

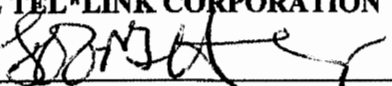
EXCEPT AS SPECIFICALLY SET FORTH IN THIS AMENDMENT, INCLUDING ANY ATTACHMENT, COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE INTELLIGENCE SERVICES SUPPLIED THROUGH THE SERVICES AGREEMENT, OR THE PREMISE PROVIDER DATA, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF THEIR FITNESS FOR ANY PURPOSE, QUALITY, MERCHANTABILITY, OR THEIR NON-INFRINGEMENT, OR OTHERWISE. FURTHERMORE, COMPANY DOES NOT WARRANT THAT THE SHARED DATA IS COMPLETE OR CORRECT, OR THAT OPERATION OF THE INVESTIGATIVE TOOLS SUPPLIED THROUGH THE SERVICES AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS CAN BE CORRECTED.

COMPANY (INCLUDING ITS AFFILIATES, SUPPLIERS, LICENSORS, RESELLERS, VENDORS) AND ITS SUBCONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER TO PREMISES PROVIDER OR ANY THIRD PARTY RESULTING FROM OR ASSOCIATED WITH PREMISES PROVIDER'S USE OF, OR ITS INABILITY TO USE, THE INTELLIGENCE SERVICES SUPPLIED THROUGH THE SERVICES AGREEMENT, OR THE PREMISE PROVIDER DATA. FURTHERMORE, COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS.

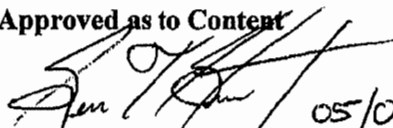
4. **Israel Boycott Certification:** Company hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Company may result in action by the Premises Provider up to and including termination of this Contract.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
GLOBAL TEL*LINK CORPORATION
By: 
Name: Jeffrey B. Hajdinger
Title: President and Chief of Business Solutions
Date: 5/2/18

Premises Provider
PIMA COUNTY
By: _____
Name: _____
Title: _____
Date: _____

Approved as to Content

05/02/2018
Captain Sean Stewart, Pima County Sheriff's
Department

ATTEST:

Clerk of the Board

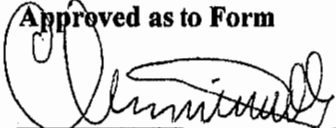
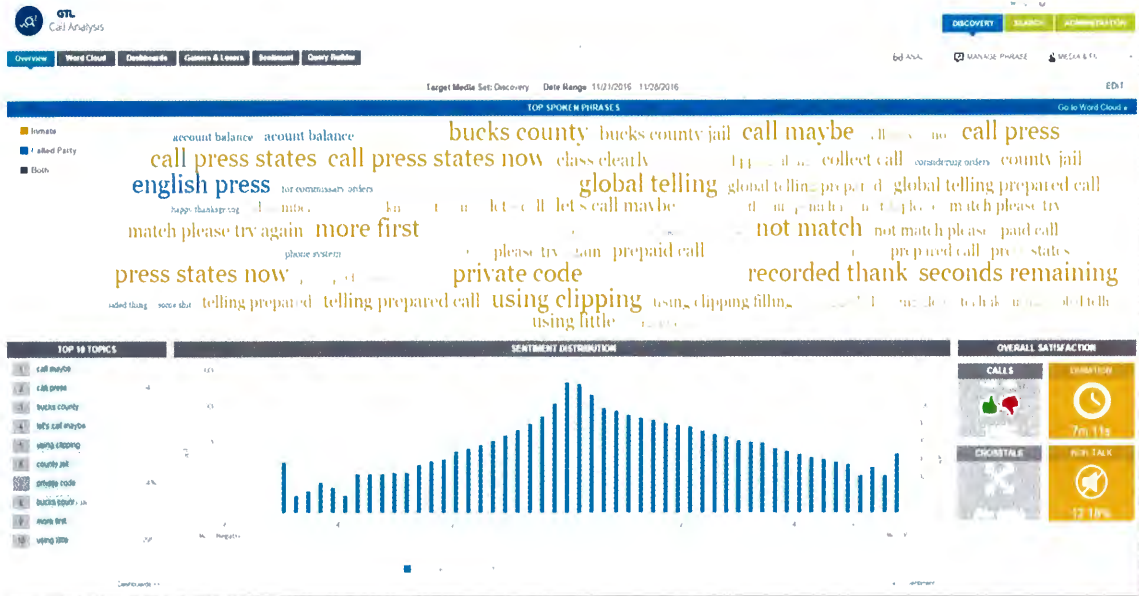
Approved as to Form

5/2/2018
Christopher Straub, Deputy County Attorney

Exhibit A



Investigators will be able to translate call recordings of specific inmate conversations of interest using the speech-to-text transcription capabilities of our Call IQ Advanced. Our fully integrated speech-to-text transcription technology automatically transcribes calls using our industry leading solution allowing investigators to quickly and efficiently analyze the call.

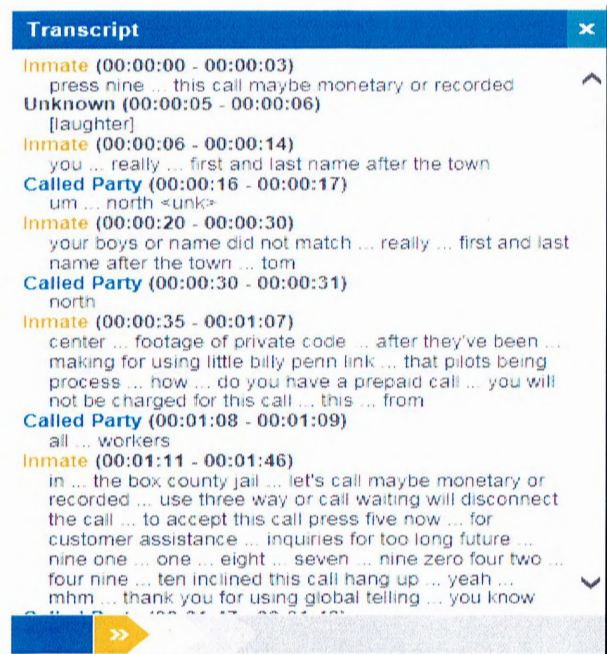
The screenshot shows the Call IQ Advanced interface with a list of call records. A red box highlights a specific call record with the following details:

Score	Start	Duration	Media File Name	Location	InmateID	Called Party
97.99	2016-00-09-42	076905.216303856	2275_20161127113603	LOWER-STORAG	076905	2153038565

A red arrow points from the highlighted call record to a 'TRANSCRIPT' icon in the menu bar. Below the list, the 'Details' section shows a waveform of the call recording. The start time is 11/27/2016 5:23:12 PM and the end time is 11/27/2016 5:32:54 PM.

By highlighting the specified call and clicking on the "Transcript" icon on the menu bar the investigator is able to see the print out of the offender and called party conversation in the Transcription Screen. GTL's Call IQ Advanced has an extensive list of language packs available to Pima County which allows each call to be processed by the chosen language pack and as a result, generate a transcript of the call to be shown in the offender and called party's chosen language during the call setup.

Exhibit A



Call IQ Advanced Features

- Transcribes recorded inmate conversations with the outside world.
- Automatically extracts meaning and flags calls that need to be investigated, reducing the number of meaningless search hours.
- Allows searches by topic, category or end user provided phrases. Utilizes the dictionary to retrieve recordings containing gang and other slang.
- Provide continuous updates of slang and other dictionaries along with custom phrases entered by law enforcement experts as well as the Word Cloud provided indicators.
- All calls are post-processed to attach topics, phrase types and custom phrases, and to extract telephone numbers.
- Calls with greater fluctuation in sentiment or emotion can lead investigators to calls where the inmate or called party showed signs of stress. Emotion and sentiment can also indicate a higher level of anxiety when inmates might be disclosing relevant information to a stressful case or situation.
- Investigators and gang task forces can add any custom phrases that are not in the standard language model at their convenience. This assures users at Pima County are not stuck with an outdated language model. Further, the facility can add phrases that are unique to geographic location and the "street talk" found in their local area or state.
- The Call IQ Advanced application allows you to create database agents that will alert you via email if a person utters a specific phrase or mentions a certain topic during a call.
- The system will take you directly to the point in a conversation where a certain topic was discussed without having to listen to the entire phone call. Additional indicators are marked throughout the waveform showing the user where other instances of search phrases can be found.