



**AMENDMENT ~~THREE~~FOUR
TO CONTRACT MA-063-15011634
WITH**

SBC GLOBAL SERVICES, INC DBA AT&T GLOBAL SERVICES AND AT&T CORP

This AMENDMENT (referred to as "Amendment ~~Three~~Four") is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California with place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as "County"), and SBC Global Services, Inc. DBA AT&T Global Services, having a place of business at PO Box 989048 West Sacramento, CA 95798-9048 and AT&T Corp., having a principal place of business at PO Box 5095 Carol Stream, IL 60197-5095 (SBC Global Services, Inc. and AT&T Corp., and their respective affiliates, are collectively referred to as "Contractor"), for Automated Call Distribution Services. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

WHEREAS, the County and Contractor entered into Agreement MA-063-15011634 (referred to as "Contract"), in the amount of \$3,186,137 effective July 1, 2015 through June 30, 2018 per the terms, conditions and pricing of State of California, CALNET 2 and transitioned to CALNET 3 Contract, incorporated herein by this reference (referred to as "Cooperative Contract") effective March 26, 2014 through June 30, 2018; and

WHEREAS, California Department of Technology and AT&T Corporation, per Amendment No. 7 and 8, agreed to extend CALNET 3 Contract C3-(A & B)-12-10-TS-01 through June 30, 2019; and

WHEREAS, both Parties agree to issue Amendment No. 1 to the Contract per the extension of CALNET 3 Contract C3-A & B-12-10-TS-01 for a consecutive term, to renew Contract MA-063-15011634 for the second term effective July 1, 2018 through June 30, 2019 for a ~~total~~ amount not to exceed \$600,000; and

- Delete the following: Attachment 1 – Scope of Work, Attachment 2 – Pricing Schedule, Attachment 3 – CALNET 2 – Contract No. 5-06-58-21 (DTS06E1391), and Attachment 4 – CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01; and
- Replace with the following: Attachment 1-A - Scope of Work; Attachment 2-A - Pricing Schedule; Attachment 3 - Intentionally left blank; Attachment 4-A - CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01, Amendment No. 7 & 8; and
- Amend Notices for Contractor as follows:
SBC Global Services Inc. DBA AT&T Global Services & AT&T Corp
PO Box 989048
West Sacramento, CA 95798-9048
Attn: Liz Deering / Client Solutions Executive
Mobile: 714-262-8741
Email: es1961@att.com; and

WHEREAS, both Parties agreed to issue Amendment No. 2 to the Contract per Amendment 10 and 11, of CALNET 3 Contract C3-A & B-12-10-TS-01, to renew the Contract for the third term effective July 1, 2019 through June 30, 2020 for a total amount not to exceed \$600,000 per 1-A Scope of Work and the same 2-A Pricing Schedule; and

WHEREAS, both Parties ~~agree~~ agreed to issue Amendment Three to the Contract, pursuant to Board Resolution issued March 26, 2020, ~~and add to increase~~ the ~~Federal Emergency Management Agency (FEMA) provision(s); and~~

~~NOW THEREFORE, the Parties agree as follows:~~

~~1. Increase the Contract MA-063-15011634 by an amount~~ not to exceed amount by \$200,000, effective through June 30, 2020, for a cumulative total amount of \$4,586,137; per ~~the attached-1-B Additional Scope of Work and updated-2-B Pricing Schedule;~~ and add Office on Aging & Veterans Service Office (OoA & VSA) and Economic & Business Recovery (E&BR); and

~~2.~~ • Add the following Federal Emergency Management Agency (FEMA) provision(s) to the Contract:

A. Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



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- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act
 - The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- C. Suspension and Debarment
 - This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352
 - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

WHEREAS, both Parties agree to issue Amendment Four to increase the contract amount and extend the term of the Contract, per the amended CALNET 3 Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Increase the Contract MA-063-15011634 by a not to exceed amount of \$1,680,063, for a cumulative total amount of \$6,266,200; and
2. Add In-House Supportive Services (IHSS) and Public Authority (PA) per 1-C Scope of Work and 2-C Pricing Schedule attached; and
3. Extend the contract for the final eighteen-month term, per Amendment 12 and 13 of the CALNET 3 Contract C3-(A & B)-12-10-TS-01, effective through December 31, 2021.

Upon becoming aware that it has exceeded the not to exceed amount of the Contract, County may terminate the Contract at any time without penalty by providing written notice to Contractor. Until such time as County has exercised its right to terminate under this paragraph, County shall be responsible for payment of any Services provided by Contractor in accordance with the contractual specifications.

All terms and conditions, amendments/modifications of the initial Contract are hereby incorporated herein by this reference into the subsequent Contract MA-063-15011634. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

-----Signature Page follows-----



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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES AND AT&T CORP.*

By _____	By _____
Print Name _____	Print Name _____
Title _____	Title _____
Date _____	Date _____
Corporate Officer	Corporate Officer

*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. The signature of one (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the document twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

a political subdivision of the State of California

By _____	_____
Print Name	Title
_____	_____
Signature	Date

COUNTY OF ORANGE
COUNTY COUNSEL
Approved as to Form:

By _____	Date _____
<u>Deputy County Counsel</u>	



**AMENDMENT ~~THREE~~FOUR
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Attachment 1-~~BC~~
Additional Scope of Work

OCSSA Service Center

Due to the increase of call volume in the midst of the COVID-19 event, ~~and all agents must be able to work remotely;~~

- ~~1. Increase access to the Basic Agent Package for 200 additional agents for a total of 333 agents.~~
- ~~1. the Automated Call recording Distribution system (ACD) is not required for necessary to provide a more efficient way to manage the additional 200 agents~~

Office on Aging (OoA) and Veterans Service Office (VSO)

~~Due to the increase of call volume and enhance customer experience by queuing the calls in the midst of order they were received and connect the COVID-19 event, caller with an agent having the skill sets to assist a particular caller (for example, a Spanish speaking caller will be connected to Spanish speaking agent). In addition, the ACD system will allow the agents to work remotely and all agents must be able to work remotely, answer the calls.~~

In-Home Supportive Services (IHSS)

1. Develop and implement a new call flow strategy for ~~Office on Aging and Veterans Service Office~~ IHSS using SSA Service Center existing tenant and AT&T Network Based ACD
2. Provision ~~1430~~ Agents, ~~44-1~~ Basic Supervisor Package and 7 additional Supervisors and an Administrator positions. With the ability for all to log in and take calls
3. Provision hours of operations, holidays
4. Assign 800 phone number for ~~OoA~~ IHSS
5. Provide e-learning modules and webinar for agents and supervisors training
- ~~6. Call Add digital recorder capabilities for 3 recording is not required~~

Economic & Business Recovery

- ~~6. Due to ports or 5% of the increase of call volume in the midst of the COVID-19 event, and all agents must be able to work remotely, calls.~~

Public Authority (PA)

1. Develop and implement a new call flow strategy for ~~Economic and Business Recovery~~ PA using SSA Service Center existing tenant and AT&T Network Based ACD (~~Automated Call Distribution~~)
2. Provision ~~4011~~ Agents, 1 Supervisor ~~and an Administrator~~ Package and 2 additional Supervisor positions. With the ability for all to log in and take calls
3. Provision hours of operations, holidays
4. Assign 800 phone number for ~~Economic and Business Recovery~~ PA
5. Provide e-learning modules and webinar for agents and supervisors training
- ~~6. Call Add digital recorder capabilities for 3 recording is not required~~

- ~~7. County shall assume ports or 5% of the responsibility of day to day operations of County configurable elements after sign-off on training and implementation is complete calls.~~



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ATTACHMENT 2-~~BC~~

PRICING SCHEDULE

1. MONTHLY RECURRING CHARGES (MRC)

Description of Service	Service Order Billing Code	Unit of Measure	Estimated Quantity	MRC Monthly Recurring	Estimated Total Monthly Total
SSA Basic Agents Package (SSA)	ACD01 ACD01	Per Agent	333 250	\$-79.95	\$ 26,623.35 \$19,987.50
OCSSA Basic Agents Supervisor's Package (OoA & VSO)	ACD01 ACD24	Per Agent Supervisor	14 1	\$ 79.95 \$82.00	\$ 1,119.30 \$82.00
Additional Supervisor Positions	ACD25	Per Addl Supervisor	29	\$82.00	\$2,378.00
Office on Aging (OoA) and Veterans Service Office (VSO) Basic Agents Package (E&BR)	ACD01 ACD01	Per Agent	10 14	\$-79.95	\$ 799.50 \$1,119.30
Basic Supervisor's Package	ACD24	Per Supervisor	1	\$-82.00	\$ 82.00
Additional Supervisor Positions	ACD25	Per Addl Supervisor	28 10	\$-82.00	\$ 2,296 \$820.00
Economic & Business Recovery	ACD01	Per Agent	10	\$79.95	\$799.50
OCSSA Basic Supervisor's Package	ACD24	Per Supervisor	1	\$82.00	\$82.00
In-house Supportive Services (IHSS)	ACD01	Per Agent	30	\$79.95	\$2,398.50
Basic Supervisor's Package	ACD24	Per Supervisor	1	\$82.00	\$82.00
Additional Supervisor Positions (OoA & VSO)	ACD25	Per Addl Supervisor	11 7	\$-82.00	\$ 902 \$574.00
NBCC Digital Recorder Capability	CC03	Per Recording Port	3	\$26.98	\$80.94
Public Authority (PA)	ACD01	Per Agent	11	\$79.95	\$879.45
Basic Supervisor's Package	ACD24	Per Supervisor	1	\$82.00	\$82.00
Additional Supervisor Positions (E&BR)	ACD25	Per Addl Supervisor	1 2	\$-82.00	\$ 82 \$164.00
NBCC Digital Recording Recorder Capability	CC03	Per Recording Ports	52 3	\$-26.98	\$ 1,402.96 \$80.94
SSA Additional Features - Continued			0		
NBCC Digital Recorder Capability	CC03	Per Recording Port	250	\$26.98	\$6,745.00
NBCC Workforce Management (WFM) System	CC07	Per Agent/Supv	162	\$-12.30	\$ 1,992.60
Voice Call Back - Concierge	CC15	Per Port	30	\$-208.74	\$ 6,262.20
NBIVR -DTMF Port	IVR04	Per Port	5	\$-87.13	\$ 435 \$35.65
Taxes and Fees					
Canada -_ Dedicated	ITDCAN	Per Minute	92.73 40	\$-0.0564	\$ 5.23 \$2.26
Call Back/Virtual Hold Platform Usage	QMAN1	Per Minute	181235.40 213367	\$-0.0113	\$ 2,047.96 411.05
Basic Coverage -_ California Dedicated Access	TFCAD	Per Minute	2881.25 400	\$-0.0144	\$ 41.49 \$5.76
Extended Call Coverage -_ US Dedicated Access	TFUSD	Per Minute	915044.25 118798	\$-0.0113	\$ 10,340 \$12,148.00
Taxes and Surcharges					
California Teleconnect Fund	TX18AF		1	\$ 150107.00	\$ 150107.00
CHCF-A, CHCH, CHCF-B & CASF	TX18AG		1	\$ 50125.00	\$ 50125.00



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COM DEV DEC FND DEAF & DISABLED	TX18A 18AJ		1	\$ 6569 .00	\$ 6569 .00
PUBLIC PUB UTIL COMM FEE	SC18TK		1	\$ 50 .00	\$ 50 .00
UNIV LIFELINE TELE SERV SUR	TX18AE		1	\$ 600650 .00	\$ 600650 .00

~~Taxes, surcharges & fees estimated at 11% of usage.~~

~~E&BR—Economic & Business Recovery~~

~~OoA and VSO—Office on Aging and Veterans Service Office~~



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2. NON-RECURRING - Additional Work Enhancement to Network Based Call Center

Description	<u>Not to Exceed Amount</u>	<u>Estimated Quantity</u>
Office of Aging and Veterans Service Office		
• Provide overall project management and coordination.		
• Design, develop, and validate Customer's call flow updates on an approved Statement of Work.		
• Provide an Acceptance Test Plan (ATP) to validate the call flow strategy updates based on the Business Design Document. Acceptance will be based upon validating the operation defined in the agreed requirements and Business Design Document.		
• Perform internal testing to validate proper operation of the call flow strategy updates.		
• Provide remote cutover support.		
• Provide e-learning training modules for agents and supervisor.		
• Provide webinar trainer to train agents/supervisor.		
• Provide "Release Notes" documentation of the final accepted desktop.		
<u>Professional In-House Supportive Services – one-time fee (IHSS) and Public Authority (PA)</u>	\$6,460.00	
Economic and Business Recovery		
• Provide overall project management and coordination.		
• Design, develop, and validate Customer's call flow updates on an approved Statement of Work.		
• Provide an Acceptance Test Plan (ATP) to validate the call flow strategy updates based on the Business Design Document. Acceptance will be based upon validating the operation defined in the agreed requirements and Business Design Document.		
• The approved Business Design Document call flow specifications will supersede the call flow design in SOW, in the event call flow design has been modified during the project.		
• Perform internal testing to validate proper operation of the call flow strategy updates.		
• Provide remote cutover support.		
• Provide e-learning training modules for agents and supervisor.		
• Provide webinar trainer to train agents/ / supervisor / administrators.		
• Provide "Release Notes" documentation of the final accepted desktop.		
Professional Services – one-time fee	\$3,400.00	<u>1</u>
<u>Total NRC (Non-Recurring Charge) Additional Professional Services</u>	<u>\$9,860.00</u>	
• Approval from Project Manager and Procurement Manager is required prior to initiating one-time professional services related to this ACD.	<u>\$5,000 - \$10,000</u>	<u>2</u>