



**CONTRACT AGREEMENT
NO. MA-063-10013057 MA-063-15011634
WITH**

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

WITH FOR

AUTOMATED CALL DISTRIBUTION

~~SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES is hereby issued per the terms and conditions of the STATE OF CALIFORNIA, CALNET2 CONTRACT NO. 5-06-58-21 (DTS 06E1391) for AUTOMATED CALL DISTRIBUTION (ACD).~~

This Contract No. MA-063-10013057 Agreement MA-063-15011634 (hereinafter referred to as "Contract") to provide automated call distribution solution is made and entered into by and between SBC Global Services, Inc. DBA AT&T Global Services with a place of business at 200 West Center Street Promenade, Suite 615, Anaheim, CA 92805 (hereinafter "Contractor"), and the County of Orange, Social Services Agency its employees and authorized representatives, a political sub-division of the State of California, hereinafter referred to as "County". All references to "State of California, CALNET2 Contract No. 5-06-58-21 (DTS 06E1391)" with SBC Global Services, Inc. DBA AT&T Global Services attached hereto shall refer to and include "County" upon execution of all necessary signatures between County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 State College Blvd., Orange CA 92868-1604 (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".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A: CALNET Network Based ACD Statement of Work # QROC03102010A

Attachment B: CALNET2 Contract – 5-06-58-21 (DTS 06E1391)

Attachment 1 – Scope of Work

Attachment 2 – Pricing Schedule

Attachment 3 – CALNET 2 – Contract No.5-06-58-21 (DTS06E1391)

Attachment 4 – CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01

RECITALS

WHEREAS, CALNET 2 Contract No. 5-06-58-21 DTS06E1391 issued by the State of California, with SBC Global Services, Inc. DBA AT&T Global Services (referred to as CALNET 2), was extended through January 29, 2016, to allow the transition to Calnet 3; and

WHEREAS, the State of California has issued CALNET 3 Contract No. C3-(A & B)-12-10-TS-01 with AT&T Corp (referred to as CALNET 3), effective March 26, 2014 through June 30, 2018, for Telecommunications Services/Voice, Data, Long Distance and Automated Call Distribution Services; and

WHEREAS, County desires to enter into a contract for Automated Call Distribution (ACD) services, (referred to as "Services") per CALNET 2 and transition to CALNET 3;and

~~WHEREAS, the State of California has issued CALNET2 Contract No. 5-06-58-21 (DTS 06E1391) with SBC Global Services, Inc. DBA AT&T Global Services with a current term through January 31, 2012; and~~



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WHEREAS, Contractor is willing to provide ACD sServices for Social Services Agency; specified in the Scope of the this Contract as listed below; and

WHEREAS, County and Contractor agree that Contract MA-063-15011634 is effective upon mutual agreement of both parties and County of Orange Board of Supervisor's approval; and

NOW THEREFORE, the Parties mutually agree to:

ARTICLES

- 1. Scope of the Contract:** This Contract specifies the terms and conditions by which County will procure the sServices from the Contractor per the State of California, CALNET2 Contract No. 5-06-58-21 (DTS 06E1391), as more fully detailed in Attachment A/CALNET Network Based ACD Statement of Work # QROC03102010A incorporated herein as specified in Attachment 1 – Scope of Work.
- 2. Term:** This Contract shall commence on July 01, 2010 2015 or upon execution of all necessary signatures, and continue in effect through and including January 31, 2012 June 30, 2018, unless otherwise terminated by County, and is renewable for two additional one-year periods, upon renewal of the State of California, CALNET2 Contract No. 5-06-58-21 (DTS 06E1391) and mutual consent of both parties, unless otherwise terminated by County. This Contract may be renewed for two additional one-year terms contingent upon CALNET 3 extension. The County does not have to give a reason if it elects not to renew this Contract.
- 3. Compensation & Payment:** Contractor agrees to provide the Services at the fixed rates specified and set forth in this Contract and in accordance with the terms and conditions specified in the CALNET 2 and CALNET 3. The total cost of this Contract shall not exceed \$3,186,137; provided, however, that in the event County desires to procure Services in excess of the stated amount, the parties shall enter into an amendment to this Contract for such additional expenditure.

Invoicing: Invoices are to be submitted to:
SSA/Procurement Services
Attn: Processing Desk (MA)
500 State College Blvd., 5th Floor
Orange, CA 92868-1604

Payment will be net 30 days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

An acceptable invoice format shall minimally include:

- Contractor's name and address;
- Invoice number and date;
- Name of County agency/department ordering services/goods;
- Description of services/goods and date ordered;
- Contract MA-063-15011634;
- Total Invoice Amount;
- Contractor's federal taxpayer's ID number and
- Contractor's remittance address (if different from line A)

- 4. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the



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appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:

County of Orange
SSA/Procurement Services
500 State College Blvd., 5th Floor
Orange, CA 92868-1604
Attn: Evelyn Yambao
Telephone: (714) 541-7719
Fax: (714) 541-7772

FOR CONTRACTOR:

SBC Global Services Inc DBA AT&T Global Services & AT&T Corp
PO Box 989048
West Sacramento, CA 95798-9048
Attn: Helmut Jochim / Senior Account Manager
Telephone: 714) 284-2770
Mobile: (714) 390-0590
Email: hj9539@att.com

COPY TO:

County of Orange
SSA/ Facilities Services
500 State College Blvd., 5th Floor
Orange, CA 92868-1604
Attn: Michael Aoun/Project Manager
Telephone: (714) 541-7758

- 4. **Recognition:** Wherever the State of California is referenced in the Contractor's CALNET2 MSA2 Contract, Contractor will recognize County of Orange, Social Services Agency as a political subdivision of the State of California and extend to County the same rights and remedies granted to the State during the entire term of this Contract.
- 5. **Notices:** ~~Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.~~
- 5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval, receipt of funds from, and/or obligation of funds by, the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.

COUNTY: _____ SSA/Information Technology
Attn: Brigette McLellan
888 N. Main St.
Santa Ana, CA 92701

SSA/Facilities Services
Attn: Michael Aoun
888 N. Main St.
Santa Ana, CA 92701



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cc: ~~SSA/Procurement Services~~
~~Attn: Evelyn Yambao~~
~~1505 E. Warner Avenue~~
~~Santa Ana, CA 92705~~

CONTRACTOR: ~~AT&T Global Services~~
~~Attn: Jay Klohe~~
~~200 West Center Street Promenade, Suite 615~~
~~Anaheim, CA 92805~~

5. Compensation and Payment:

~~A. Total compensation for services rendered under this Contract shall not exceed \$1,046,670.00 for the term of the contract.~~

~~Invoices are payable in arrears, unless otherwise directed in this Contract. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference the C60 Account Number or Numbers assigned to this project in the CALNET2 ACUS billing system on all monthly invoices. Payment will be net 30 days after receipt of an invoice in standard CALNET2 ACUS billing statement format and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.~~

~~Billing shall cover services not previously invoiced. Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when goods or services do not meet the Contract requirements.~~

~~Payments made by County shall not preclude the right of County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.~~

~~The Contractor will provide a two-part invoice in the Contractor's standard CALNET2 ACUS billing format for services rendered to the:~~

~~Social Services Agency/Procurement Services~~
~~Attn: Payment Processing Desk (MA)~~
~~1505 E. Warner Ave.~~
~~Santa Ana, CA 92705~~

~~Each standard CALNET2 ACUS billing invoice shall include the following information:~~

- ~~1. Contractor's name and address.~~
- ~~2. C60 Account Number(s) assigned to this project in the CALNET2 ACUS billing system.~~
- ~~3. Invoice number and invoice date.~~
- ~~4. Name of department using services: County of Orange/Social Services Agency.~~
- ~~5. Description of services rendered, date, and fee.~~
- ~~6. Total amount due and payable.~~
- ~~7. Contractor's remittance address (if different).~~

~~B. Payment Schedule:~~



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- ~~Phase 1 Professional Services: Four Milestones for the Application Development effort~~
 - ~~\$56,618.33 upon mutually agreed-upon project plan.~~
 - ~~\$56,618.33 upon acceptance of Business Design Document~~
 - ~~\$56,618.34 upon user acceptance testing for SARC and ARC~~
 - ~~\$8,510.00 upon delivery of training for ARC~~
 - ~~Sub-total~~ _____ ~~\$178,365.00~~

- ~~Phase 2 Monthly Fees: Effective October 1, 2010:~~
 - ~~\$28,750.00/ month X 4 months~~
 - ~~Sub-total~~ _____ ~~\$115,000.88~~

- ~~Phase 2 Installation Fees:~~ _____ ~~\$ 23,664.65~~

- ~~Phase 3 Monthly Fees: Effective February 1, 2011:~~
 - ~~\$40,002.84/ month X 12 months~~
 - ~~Sub-total~~ _____ ~~\$480,034.08~~

- ~~Phase 3 Installation Fees:~~ _____ ~~\$ 5,308.00~~

- ~~Toll Free call usage~~
 - ~~Estimated at 78,000 calls/month at 10 minutes/call,~~
~~@ \$ 0.018/minute~~ _____ ~~\$224,640.00~~

- ~~Taxes and surcharges/fees estimated at:~~ _____ ~~\$ 19,656.00~~



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Pricing Schedule Detail
 ——— CALNET 2 ACD
For SSA/Project Manager only to assist in approval of invoices.

Milestone Billing for Application Development – Professional Services Effective July 1, 2010							
Item	Identifier	Qty	Unit	Price per Month	Installation	Total Monthly	Total Installation
Professional Services Milestone 1	Q14079	1	per application	\$ -	\$ 56,648.33	\$ -	\$ 56,618.33
Professional Services Milestone 2		1			\$ 56,618.33		\$ 56,618.33
Professional Services Milestone 3		1			\$ 56,618.34		\$ 56,618.34
Professional Services Milestone 4		1			\$ 8,510.00		\$ 8,510.00
SUB TOTALS							\$ 178,365.00

Completion of SARC - Effective October 1, 2010							
Description: 70 New BA, ED and WFM, 20 New BSP Built making Totals of 70 BA, ED and WFM with 20 BSP							
Item	Identifier	Qty	Unit	Price per Month	Installation	Total Monthly	Total Installation
Basic Agent (BA)	NRC - Q12667	70	per agent	\$ 59.76	\$ 31.80	\$ 4,183.20	\$ 2,226.00
	MRC - Q12639						
Enhanced Desktop (ED)	NRC - Q12660	70	per agent	\$ 17.22	\$ 12.00	\$ 1,205.40	\$ 840.00
	MRC - Q12659						
Work Force Management Add on (WFM)	NRC - Q12675	70	per agent	\$ 58.94	\$ 18.40	\$ 4,125.63	\$ 1,288.00
	MRC - Q12673						
Basic Supervisor's Package (BSP)	NRC - Q12669	20	per supervisor	\$ 86.92	\$ 47.70	\$ 1,738.40	\$ 954.00
	MRC - Q12644						
Administrator	NRC - Q12669	2	per administrator	\$ 86.92	\$ 47.70	\$ 173.84	\$ 95.40
	MRC - Q12644						
Call Recording	Q14482	5	per port	\$ 55.00	\$ 93.00	\$ 275.00	\$ 465.00
ERS - Server Hosting	TBD	1	per server	\$ 3,967.50	\$ 3,622.50	\$ 3,967.50	\$ 3,622.50
ERS Server with DB - (to be confirmed)	TBD	1	per server	\$ 3,967.50	\$ 3,622.50	\$ 3,967.50	\$ 3,622.50
WFM Server Hosting	TBD	2	per server	\$ 3,967.50	\$ 3,622.50	\$ 7,935.00	\$ 7,245.00
GAD Server Hosting	TBD	1	per server	\$ 1,178.75	\$ 3,306.25	\$ 1,178.75	\$ 3,306.25
SUB TOTALS							\$ 28,750.22 \$ 23,664.65

Completion of ARC - Effective February 1, 2011							
Description: 70 New BA, ED and WFM, 20 New BSP Built making Totals of 140 BA, ED and WFM with 40 BSP							
Item	Identifier	Qty	Unit	Price per Month	Installation	Total Monthly	Total Installation
Basic Agent (BA)	NRC - Q12667	140	per agent	\$ 59.76	\$ 31.80	\$ 8,366.40	\$ 2,226.00
	MRC - Q12639						
Enhanced Desktop (ED)	NRC - Q12660	140	per agent	\$ 17.22	\$ 12.00	\$ 2,410.80	\$ 840.00
	MRC - Q12659						
Work Force Management Add on (WFM)	NRC - Q12675	140	per agent	\$ 58.94	\$ 18.40	\$ 8,251.25	\$ 1,288.00
	MRC - Q12673						
Basic Supervisor's Package (BSP)	NRC - Q12669	40	per supervisor	\$ 86.92	\$ 47.70	\$ 3,476.80	\$ 954.00
	MRC - Q12644						
Administrator	NRC - Q12669	2	per administrator	\$ 86.92	\$ 47.70	\$ 173.84	\$ 95.40
Call Recording	Q14482	5	per port	\$ 55.00	\$ 93.00	\$ 275.00	\$ 465.00
ERS - Server Hosting	TBD	1	per server	\$ 3,967.50	\$ 3,622.50	\$ 3,967.50	\$ 3,622.50
ERS Server with DB - (to be confirmed)	TBD	1	per server	\$ 3,967.50	\$ 3,622.50	\$ 3,967.50	\$ 3,622.50
WFM Server Hosting	TBD	2	per server	\$ 3,967.50	\$ 3,622.50	\$ 7,935.00	\$ 7,245.00
GAD Server Hosting	TBD	1	per server	\$ 1,178.75	\$ 3,306.25	\$ 1,178.75	\$ 3,306.25
SUB TOTALS							\$ 40,002.84 \$ 5,308.00



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SIGNATURE PAGE

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

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

Print Name Title

Signature Date

Print Name Title

Signature Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel



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~~ATTACHMENT A~~

~~CALNET2~~

~~Network Based ACD~~
~~Statement of Work #QROC03102010A~~

ATTACHMENT 1

SCOPE OF WORK

The Automated Call Distribution services as implemented under the original Scope of Work of Contract MA 063-10013057 shall continue under the current Agreement MA 063 15011634. In addition, during the transition period from CALNET 2 to CALNET 3 the following two projects shall be finalized and delivered:
Project 1 – Restructure Main Menu for Agent Skill Set
Project 2 – Client Survey
Acceptance of the final deliverables is subject to change upon SSA/Project Manager's approval.

Migration of the Automated Call Distribution from the existing Genesys platform to the new 8.1 platform shall be finalized within six months of the effective starting date of this Agreement at no additional cost to SSA.

The transition target date from CALNET 2 to CALNET 3 is on February 1, 2016.



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PROJECT 1

A. Description of Work: Restructure Main Menu for Agent Skill Set

The purpose of this Statement of Work (SOW) is to provide a fixed price and scope of work to OC SSA to develop and implement a call center modification using CONTRACTOR Network Based ACD. The information in this SOW is dependent upon the accuracy of information provided by OC SSA.

OC SSA wants to restructure Medi-Cal and Food Stamps into many smaller agent groups, having the agents divided up into specialties. Both support 4 languages, English, Spanish, Vietnamese and Farsi. OC SSA wants to implement this by adding a sub menu to each Line of Business in each language. Medi-Cal will have 6 options and Food Stamps will have 7. They will create 52 new agent groups to match - that is 13 options, in 4 languages each. The last option in each sub menu will be an ad hoc agent group. They will use the existing agents to staff and no additional staff is anticipated. The call flow will look exactly as it does today, no changes.

OC SSA has two existing lines of business, Medi-Cal and Food Stamps (also known as Cal-Fresh). Each supports 4 languages, English, Spanish, Vietnamese and Farsi, with the last three defaulting to English if all agents are busy. For each line of business, OC SSA wants to add 4 new queues, one for each language, corresponding to 4 new agent groups. OC SSA will use a call flow that is the same as their existing call flows with the exception that they will have an agent check at the beginning that will check to see if any agents are logged in and, if not, calls will route to the corresponding group within the existing line of business. An additional option will be added to the main menu and OC SSA will have the ability to change the name of the option by rerecording the announcement when they have a need to use these new groups.

OC SSA will use these seasonally and will staff them with existing agents so no new staff will be added to support this change. As an example, at a certain time each year, people who use food stamps may need to recertify. OC SSA could change the main menu announcement to say "if you need to recertify for food stamps, please press X". When they press X, the system would check to see if any agents are logged in and, if so, send the call to that group. If no agents are logged in, it will send the call to the regular Food Stamps group for that language. When the time period is over, OC SSA can change the menu back to not offer that option.

Application Call Flow Description

A final call flow will be determined during the Design Phase of this project, and will be included in the Business Design Document (BDD). This document will specify the detailed technical specifications and design for this project.

B. Project Responsibilities and Deliverables

CONTRACTOR Responsibilities

1. Provide overall project management and coordination.
2. Design, develop, and validate OC SSA's customized strategy based on an approved Business Design Document.
3. Generate an updated call flow (Visio) for the new strategy.
4. Provide an Acceptance Test Plan (ATP) to validate the call flows/strategies and reporting operation based on the Business Design Document. Acceptance will be based upon validating the operation defined in the agreed requirements and Business Design Document.
5. Configure Agent Groups as necessary for call routing per the Business Design Document.
6. Configure Agent IDs, names, DNS, passwords, and other information needed for Configuration Manager based on the Business Design Document and Telephony Package Spreadsheet.
7. Load the strategy on OC SSA's tenant within Network-based ACD against the provisioned route point(s).
8. Perform internal strategy testing to validate proper operation of the strategy and the reporting parameters.
9. Provide remote cutover support.
10. Provide "Release Notes" documentation of the final accepted strategy.

OC SSA Responsibilities



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1. Provide the call flow information necessary for addition of the new groups.
2. Assign a focal point person to manage all feedback and to provide approval and sign-off for each Deliverable to ensure consistency and timeliness.
3. Any voice recordings or announcements or prompts required by the strategy are to be provided in specific form of .vox or .wav file as specified by the CONTRACTOR deployment team. (.wav - Mu-Law 8000 HZ, 64 kbps, Mono; .vox - mu-law 8000 HZ, 64 kbps, Mono). CONTRACTOR can provide access to a system that can be used to record and upload these voice files. If OC SSA chooses to use professional recordings, OC SSA is responsible for all aspects of voice talent, including procurement, payment, recording, and delivery files to CONTRACTOR in the specified format. Final versions of these voice files will be due to CONTRACTOR on specified dates in the project plan that CONTRACTOR will provide at the project kick-off. Delays in receiving these files may result in project delays and additional costs. Professional Voice Talent is available under CALNET 2 and pricing can be provided under separate cover.
4. User Acceptance Testing plan and scripts.
5. Perform User Acceptance Testing and post production certification.
6. Support the remote cutover support provided by CONTRACTOR.

C. Change Management

The pricing in this Statement of Work (SOW) is based upon performance of the tasks and provision of deliverables specifically defined in this document. Requests for additional work activities that are not described in this document, including OC SSA-required overtime or night work, or the application of any different or additional criteria or testing in connection with any services or deliverables, are subject to acceptance by CONTRACTOR and will entail additional charges to OC SSA. Certain matters may require a new quotation under a separate SOW. If CONTRACTOR agrees to perform additional work activities under a SOW, OC SSA will execute a Change Order in accordance with CONTRACTOR Change Management Process to confirm the schedule impact and CONTRACTOR authorization to perform and bill for such work activities.

D. Period of Performance

Completion of this development project is estimated to be approximately 6-8 weeks after project kick off. This may require a minimum of two weeks to staff and start from signature of this SOW until the project kick-off.

The CONTRACTOR Project Manager will publish a formal project schedule after the specification documents have been delivered to and approved by OC SSA. It is only after these documents are in place that the true project duration will be known. Specification documents are typically delivered within two weeks of the project kick-off, but this may vary depending on the complexity of the solution and OC SSA availability for meetings.

E. Assumptions

This Statement of Work is based upon the following assumptions:

1. All 8XX numbers or local route points associated with the deployment of these changes will need to be interfaced with the platform at the original cutover (deployment) date/time agreed upon by the project team. Any deviation from this (different date/time) will incur additional costs and be evaluated on a case by case basis.
2. All design and development efforts described in this SOW will be performed during normal business hours, Monday through Friday, not to exceed 40 hours per week for any individual resource.
3. Services other than the application design, development, deployment, and testing described herein are not covered by this SOW.
4. Any changes to the call flow or Business Design Document after these documents have been approved by OC SSA may incur additional charges.
5. The Period of Performance and pricing listed assumes timely delivery of necessary information, approval of Deliverables, development dependencies, and no changes in scope by OC SSA. If changes are



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introduced by OC SSA that lengthens the project plan or project tasks; CONTRACTOR will issue a change order to accommodate the required changes.

6. CONTRACTOR does not require or intend to access OC SSA data in its performance hereunder, including but not limited to any confidential health related information of OC SSA's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CONTRACTOR provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if OC SSA is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CONTRACTOR and OC SSA agree that CONTRACTOR is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this SOW.
7. OC SSAs will assume the responsibility of day to day operations of OC SSA configurable elements after sign-off on training and implementation is complete.

F. Acceptance Criteria

INTERIM DELIVERABLES: OC SSA's Project Manager or Point of Contact must notify CONTRACTOR in writing or e-mail of acceptance of all CONTRACTOR interim deliverables, including but not limited to project documents, proof of concepts, reports and software. Any interim deliverable rejected by OC SSA's Project Manager or Point of Contact must be accompanied by a written description of the reasons for rejection; provided, however, that any rejection must be because of failure to meet material specifications. Upon receipt of rejection from OC SSA's Project Manager or Point of Contact, CONTRACTOR will promptly correct the rejected portion of the interim deliverable to perform according to the specifications set forth in the SOW and return to OC SSA for acceptance. **Any interim deliverables not specifically accepted or rejected by OC SSA's Project Manager or Point of Contact will be deemed accepted at the end of the fifth (5th) business day after receipt from CONTRACTOR.**

If due to factors beyond the reasonable control of CONTRACTOR, OC SSA stops development and/or implementation of the solution and does not resume within forty-five (45) days, full payment for all milestones completed and for the percentage of completion for deliverables in progress shall become immediately due and payable. In such an event, CONTRACTOR will promptly document in detail the status of the work in progress to accurately calculate amounts due.

FINAL DELIVERABLE: OC SSA's Project Manager or Point of Contact must complete User Acceptance Testing (UAT) and notify CONTRACTOR in writing or e-mail of acceptance of the final deliverable. If any portion of the final deliverable is rejected, the OC SSA's Project Manager or Point of Contact must provide a written description of the reasons for rejection. Upon receipt of rejection from OC SSA's Project Manager or Point of Contact, CONTRACTOR will promptly correct the rejected portion of the final deliverable to perform according to the specifications set forth in the SOW and return to OC SSA for acceptance. **If the final deliverable is not accepted or rejected by OC SSA's Project Manager or Point of Contact, it will be deemed accepted as of the end of the tenth (10th) business day after receipt from CONTRACTOR.**

If due to factors beyond the reasonable control of CONTRACTOR, OC SSA fails to deploy the Final Deliverable within thirty (30) days after the date CONTRACTOR notifies OC SSA that the Final Deliverable is ready for production deployment, full payment shall become immediately due and payable.



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Project 2

A. Description of Work: Client Survey

The purpose of this Statement of Work is to provide a fixed price and scope of work to Orange County Social Services Agency (OC SSA) to develop and implement a survey application using CONTRACTOR Network IVR. The information in this SOW is dependent upon the accuracy of information provided by OC SSA.

The IVR Survey application will be a stand-alone application residing in the Network IVR. Customer will add verbiage to an existing announcement and re-record that announcement to notify callers that they will have the opportunity to answer a survey at the end of the call. The agent can offer the survey to callers or callers can request to be transferred to the survey and the agent will transfer the caller to the survey.

The Network IVR Survey application will enable OC SSA to quickly and easily gather and record feedback from callers. OC SSA will be able to create new dedicated surveys for their customers through a web based application. The IVR application will be accessed via an CONTRACTOR Toll Free Number and will contain an estimated 10 ports.

The Survey application allows OC SSA to ask callers up to 10 true/false, or multiple choice questions. There is also an option to let the caller leave a 90 second "voice mail" message. These messages will be recorded as .wav files and can be retrieved by OC SSA.

This IVR application is intended to be a quick and easy-to-navigate survey. The application can use speech as the primary caller input with touchtone (DTMF) as back-up, or use DTMF only. For this application, due to the possibility of using multiple languages, DTMF only is recommended. After the callers have completed the survey, they can be thanked for their participation and either have the call terminated or be transferred to a OC SSA defined number. The results of the survey are logged in a delimited text file. OC SSA can import that file into any reporting or spreadsheet application such as Excel, for data analysis.

The survey application will also provide:

- Secure Web-based administration tool that enables client to:
 - Update OC SSA questions and response types
 - Manage the sequence of questions
 - Update voice files
 - Download .txt files of individual survey results
 - Download .txt file of roll up of all survey results
 - Download .wav files of recorded messages left by customers
 - Error Handling (Repeat question, Exit, or Transfer caller)

Training

OC SSA will be provided with detailed documentation and the developer will train remotely on the use of the file management tool and the application. The training will be scheduled by the Project Manager during the implementation phase of the project.



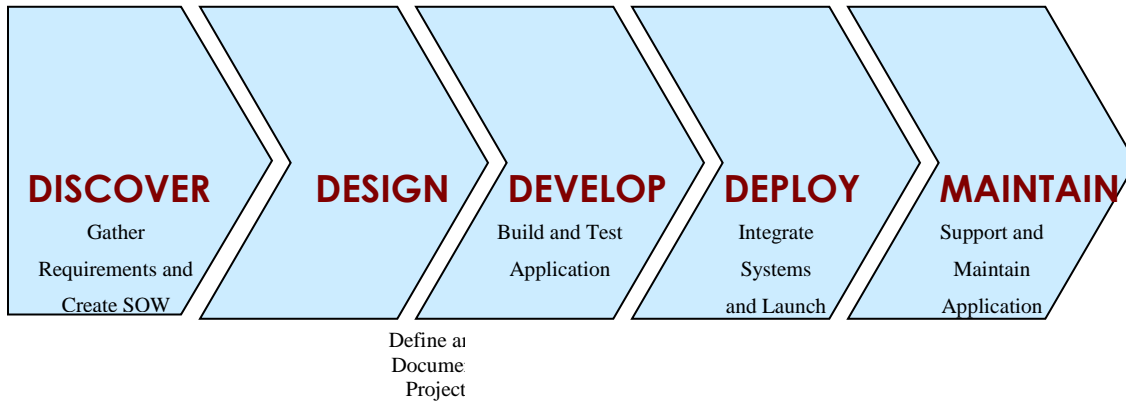
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B. Approach

In developing and delivering the IVR, the CONTRACTOR standard methodology will be employed. The complete process is included below for reference.

The CONTRACTOR Professional Services Development process provides a set of fundamental activities applied to all Hosted IVR application development projects. The process is composed of five sequential phases: DISCOVER, DESIGN, DEVELOP, DEPLOY and MAINTAIN.



The Discover phase is a short series of meetings that enable CONTRACTOR to gather OC SSA business requirements to create a SOW. Once all of OC SSA's requirements are defined and a signed SOW is received, the team moves to the Design phase. The project team is assigned and the project starts with a kickoff call. The primary deliverable of the Design phase is the Business Design document. This document contains the final call flow, the complete script, and additional requirements as needed. Once the Business Design document has been signed off on by OC SSA, the team proceeds to the Develop phase and builds the application. After complete unit testing and internal quality assurance, the application is ready for the Deploy Phase. This phase readies the system for handing over to OC SSA for User Acceptance Testing (UAT). The application is then integrated into necessary systems and launched into production. After launch into production the application is supported under Maintain phase.

C. Responsibilities and Deliverables

CONTRACTOR Responsibilities and Deliverables

- 1. Provide overall project management and coordination
2. Design, develop, and validate OC SSA's customized IVR based on an approved Business Design Document
3. Deploy Network IVR Application ready for User Acceptance Testing
4. Provide an Acceptance Test Plan (ATP) to validate the call flows/strategies and reporting operation based on the Business Design Document
5. Provide Production Launch of the application
6. Provide Document Bundle (Project Book)

OC SSA Responsibilities and Deliverables

- 1. Sign-off on Business Design Document
2. Provide Production Data and Voice files (if applicable)
3. Provide test scenario and test data
4. Sign-off on User Acceptance Testing
5. Provide Final Acceptance Sign-off on the launched application



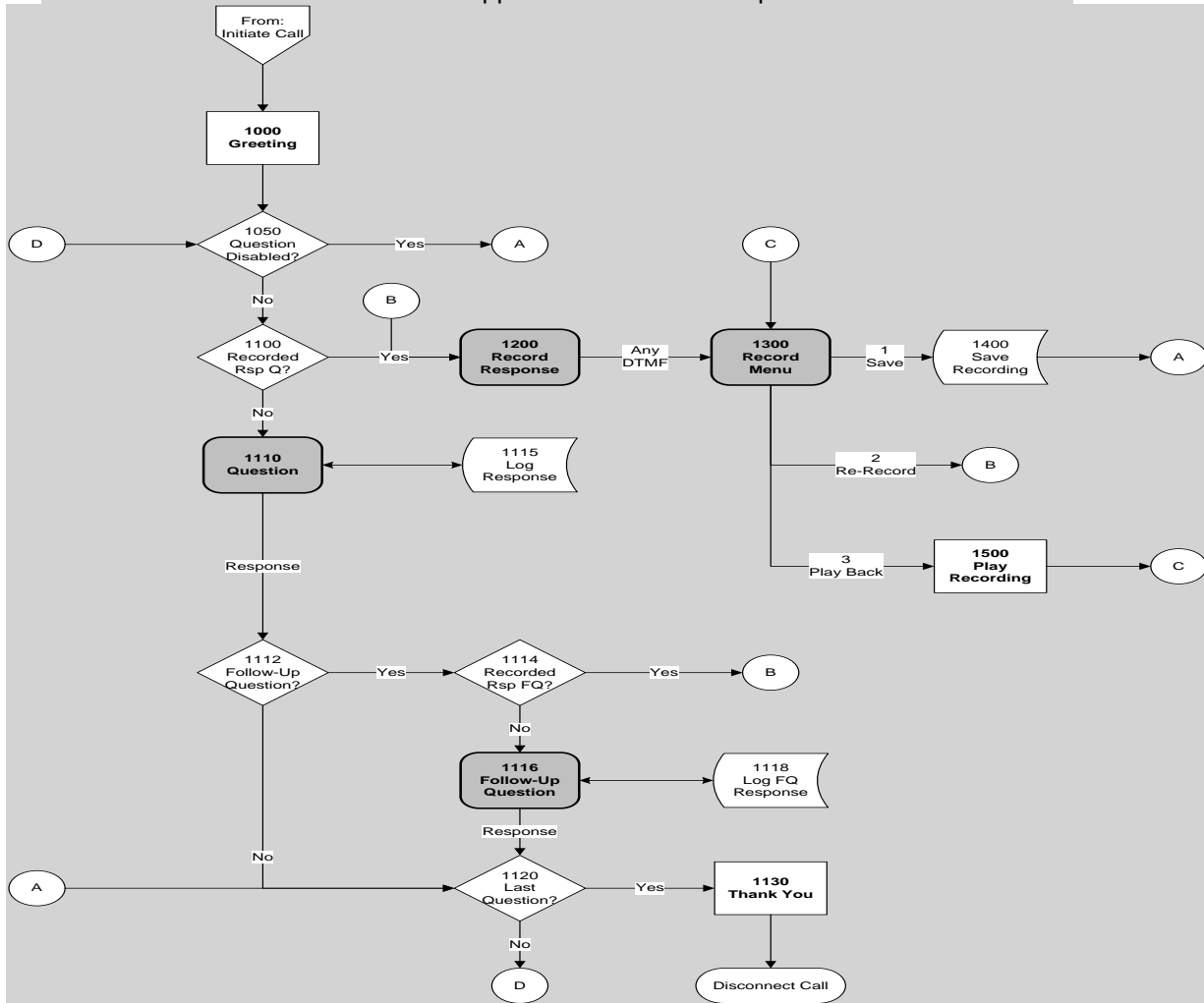
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Solution Architecture Description

Final solution architecture will be determined during the Design Phase of this project.

Application Call Flow Description

The call flow is included below. The application will be developed based on this call flow.



D. Change Management

The pricing in this Statement of Work (SOW) is based upon performance of the tasks and provision of deliverables specifically defined in this document. Requests for additional work activities that are not described in this document, including OC SSA-required overtime or night work, or the application of any different or additional criteria or testing in connection with any services or deliverables, are subject to acceptance by CONTRACTOR and will entail additional charges to OC SSA. Certain matters may require a new quotation under a separate SOW. If CONTRACTOR agrees to perform additional work activities under a SOW, OC SSA will execute a Change Order in accordance with CONTRACTOR Change Management Process to confirm the schedule impact and CONTRACTOR authorization to perform and bill for such work activities.

E. Period of Performance



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Completion of this development project is estimated to be approximately 3-4 weeks after project kick off. This may require a minimum of two weeks to staff and start from signature of this SOW until the project kick-off. The CONTRACTOR Project Manager will publish a formal project schedule after the specification documents have been delivered to and approved by OC SSA. It is only after these documents are in place that the true project duration will be known. Specification documents are typically delivered within two weeks of the project kick-off, but this may vary depending on the complexity of the solution and OC SSA availability for meetings.

F. Assumptions

This Statement of Work is based upon the following assumptions:

1. The application will be built on the Hosted IVR platform in VoiceXML 2.0.
2. OC SSA will deliver all required data to CONTRACTOR in a digital form. These assets will serve as the basis for the content CONTRACTOR will provide, pending approval by OC SSA.
3. OC SSA is responsible for all aspects of voice talent, including procurement, payment, recording and delivery of voice files in either .vox or .wav format to CONTRACTOR. The recording formats which are supported in the Hosted IVR platform are VOX Mulaw 8000Hz or WAV Mulaw 8000Hz. Final versions of these voice files will be due to CONTRACTOR on specified dates in the project plan that CONTRACTOR will provide at the project kickoff. Delays in receiving those materials will result in project delays and possibly additional costs. Professional Voice Talent is available under CALNET 2 and pricing can be provided under separate cover.
4. For the best user experience, CONTRACTOR recommends professional recording. Please note that .vox recordings supplied by OC SSA must be of a high quality. Sample recordings of grade quality are available if requested.
5. OC SSA will assign a responsible individual to manage all feedback and to provide approval and sign-off for each deliverable to ensure consistency and timeliness.
6. OC SSA will provide to CONTRACTOR access to all necessary OC SSA staff, programs, and/or databases in order to properly gather information necessary to complete the outlined tasks.
7. Services other than the application design, development, deployment, and testing described herein are not covered by this SOW.
8. All design and development efforts described in this SOW will be performed at during normal business hours (8-5, M-F).
9. OC SSA will license any necessary information and/or software from third-parties, and will pay all fees associated therewith.

G. Acceptance Criteria

INTERIM DELIVERABLES: OC SSA's Project Manager or Point of Contact must notify CONTRACTOR in writing or e-mail of acceptance of all CONTRACTOR interim deliverables, including but not limited to project documents, proof of concepts, reports and software. Any interim deliverable rejected by OC SSA's Project Manager or Point of Contact must be accompanied by a written description of the reasons for rejection; provided, however, that any rejection must be because of failure to meet material specifications. Upon receipt of rejection from OC SSA's Project Manager or Point of Contact, CONTRACTOR will promptly correct the rejected portion of the interim deliverable to perform according to the specifications set forth in the SOW and return to OC SSA for acceptance. **Any interim deliverables not specifically accepted or rejected by OC SSA's Project Manager or Point of Contact will be deemed accepted at the end of the fifth (5th) business day after receipt from CONTRACTOR.**

If due to factors beyond the reasonable control of CONTRACTOR, OC SSA stops development and/or implementation of the solution and does not resume within forty-five (45) days, full payment for all milestones completed and for the percentage of completion for deliverables in progress shall become immediately due and payable. In such an event, CONTRACTOR will promptly document in detail the status of the work in progress to accurately calculate amounts due.



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ATTACHMENT B
CALNET2
CONTRACT-5-06-58-21 (DTS 063E1391)

ATTACHMENT 2

PRICING SCHEDULE

CALNET 2 Pricing 7/1/15 through 1/29/16

Description of Service	Service Order Billing Code	Unit of Measure	Estimated Quantity	Monthly Recurring (MRC)	One-Time Charges (NRC)	Estimated Total Monthly	Estimated Total One-Time
Basic Agent Package MRC	Q12639	Per Agent	217	\$56.77	\$ -	\$12,319.09	\$-
Basic Agent Package NRC (These charges will apply when and if additional agents are added. If no agents are added under CALNET 2, these charges will not apply)	Q12667	Per Agent	36		\$31.80		\$1,144.80
Basic Supervisor's Package MRC	Q12644	Per Supervisor	35	\$82.57		\$2,889.95	
Basic Supervisor's Package NRC (These charges will apply when and if additional supervisors are added. If no supervisors are added under CALNET 2, these charges will not apply)	Q12669	Per Supervisor	6		\$47.70		\$286.20
Hosted Genesys Agent Desktop - Simplex	Q15273	Per Agent/ Supervisor	252	\$18.86		\$4,752.72	
Workforce Management Add On MRC	Q12673	Per Agent	252	\$58.94		\$14,852.88	
Workforce Management Add On NRC (These charges will apply when and if additional WFM is added. If no WFM is added under CALNET 2, these charges will not apply)	Q12675	Per Agent	42		\$ 19.20		\$ 806.40
Virtual Hold	Q17853	Per Port	36	\$277.00		\$ 9,972.00	
Call Recording MRC	Q14482	Per Port	62	\$ 45.57		\$ 2,825.34	



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CALNET 2 Pricing 7/1/15 through 1/29/16

Description of Service	Service Order Billing Code	Unit of Measure	Estimated Quantity	Monthly Recurring (MRC)	One-Time Charges (NRC)	Estimated Total Monthly	Estimated Total One-Time
Call Recording NRC <i>(These charges will apply when and if additional Call Recording is added. If no Call Recording is added under CALNET 2, these charges will not apply)</i>	Q14482	Per Port	10		\$ 93.00		\$ 930.00
Call Recording Storage	Q14484	Per Port	45	\$ 11.69		\$526.05	
Network Based IVR - DTMF Port Automated Client Survey	Q09378	Per Port	10	\$72.25		\$722.50	
Shared Hosting	Q10860	Per Port	10	\$21.03		\$210.30	
Dedicated Hosting for the Genesys Agent Desktop Server, Simplex (Carrier Provided Hardware)	Q15272	Per Server	2	\$571.69		\$1,143.38	
Workforce Management Server	QMAN07	Per Server	1	\$3,967.50		\$3,967.50	
ERS Server MRC	QMAN08	Per Server	1	\$3,967.50		\$3,967.50	
ERS Server MRC	QMAN08	Per Server	1	\$3,967.50		\$3,967.50	
Toll-Free CenturyLink IVR Usage*	Q00011	Per Minute	1,615,579	\$26,495.50		\$26,495.50	
Toll-Free Estimated Taxes, Surcharges and Fees		As Billed	1	\$2,914.50		\$2,914.50	
Professional Services Project -Restructure Main Menu <i>(If this project is deployed, it will satisfy requirements in original Project "Add New Agent Groups")</i>	Q14079	Custom Strategy Milestone 1 -Project 1	1		\$24,736.50		\$24,736.50
	Q14079	Custom Strategy Milestone 2-Project 1	1		\$24,736.50		\$24,736.50
	Q14079	Custom Strategy Milestone 3-Project 1	1		\$24,736.50		\$24,736.50
	Q14079	Custom Strategy Milestone 4-Project 1	1		\$8,245.50		\$8,245.50



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CALNET 2 Pricing 7/1/15 through 1/29/16

Description of Service	Service Order Billing Code	Unit of Measure	Estimated Quantity	Monthly Recurring (MRC)	One-Time Charges (NRC)	Estimated Total Monthly	Estimated Total One-Time
Professional Services Project - Hosted IVR - Automated Client Survey <i>(Assumes survey announcement will be added to the greeting and no ACD work is required.)</i>	Q14079	Custom Strategy Milestone 1- Project 2	1		\$5,750.00		\$5,750.00
	Q14079	Custom Strategy Milestone 2- Project 2	1		\$5,750.00		\$5,750.00

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge "One-Time Charges"

*Toll-free usage based on monthly average of actual minutes 11/13 ~ 3/14 and 6/14 ~ 9/14 + 20% growth annually.

Toll-Free Taxes, surcharges & fees estimated at 11% of usage.



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CALNET 3 Pricing 2/1/16 through 6/30/16

Description of Service	Service Order Billing Code	Unit of Measure	Estimated Quantity	Monthly Recurring (MRC)	Estimated Total Monthly
Basic Agents Package	ACD 01	Per Agent	217	\$ 79.95	\$ 17,349.15
Basic Supervisor's Package	ACD 24	Per Supervisor	35	\$ 82.00	\$ 2,870.00
Workforce Management System	CC 07	Per Agent	252	\$ 12.30	\$ 3,099.60
Virtual Hold Concierge	CC 15	Per Port	36	\$ 208.74	\$ 7,514.64
Digital Recording Capability	CC 03	Per Agent	62	\$ 26.98	\$ 1,672.76
Digital Recording Storage	CC 04	Per Gigabyte	2048	\$ 0.15	\$ 307.20
Network Based IVR - DTMF Port Automated Client Survey	IVR 04	Per Port	10	\$ 87.13	\$ 871.30
Professional Services - CALNET 3 like-for-like Transition-In	CC 14	Custom Strategy	1		
Toll-Free - Basic Coverage Dedicated Intra-State	TFCAD	Per Minute	1,615,579	0.0144	\$ 23,264.34
Estimated Taxes, Surcharges and Fees	n/a	As Billed	1	\$ 2,559.08	\$ 2,559.08
Long Distance - IntraState / InterLATA Dedicated to Switched	IEDS	Per Minute	307,014	0.0149	\$ 4,574.51
Estimated Taxes, Surcharges and Fees	n/a	As Billed	1	\$ 503.20	\$ 503.20
Dedicated Transport - DS3	1LN44	Per DS3	2	\$ 913.28	\$ 1,826.56
Primary Rate Interface - Transport	BHC	Per D-Channel	10	\$ 102.50	\$ 1,025.00

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge "One-Time Charges"

*Toll-free usage based on monthly average of actual minutes 11/13 ~ 3/14 and 6/14 ~ 9/14 + 20% growth annually.

Long Distance usage based on actual calls answered by agents in 2014 with an estimated average talk time of 5 minutes +20% growth annually.

Toll-Free Taxes, surcharges & fees estimated at 11% of usage.



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CALNET 3 Pricing 7/1/16 through 6/30/17

Description of Service	Service Order Billing Code	Unit of Measure	Estimated Quantity	Monthly Recurring (MRC)	Estimated Total Monthly
Basic Agents Package	ACD 01	Per Agent	260	\$ 79.95	\$ 20,787.00
Basic Supervisor's Package	ACD 24	Per Supervisor	42	\$ 82.00	\$ 3,444.00
Workforce Management System	CC 07	Per Agent	302	\$ 12.30	\$ 3,714.60
Virtual Hold Concierge	CC 15	Per Port	43	\$ 208.74	\$ 8,975.82
Digital Recording Capability	CC 03	Per Agent	74	\$ 26.98	\$ 1,996.52
Digital Recording Storage	CC 04	Per Gigabyte	2048	\$ 0.15	\$ 307.20
Network Based IVR - DTMF Port	IVR 04	Per Port	12	\$ 87.13	\$ 1,045.56
Automated Client Survey					
Toll-Free - Basic Coverage Dedicated IntraState	TFCAD	Per Minute	1,938,695	0.0144	\$ 27,917.21
Estimated Taxes, Surcharges and Fees	n/a	As Billed	1	\$ 3,070.89	\$ 3,070.89
Long Distance - IntraState/InterLATA Dedicated to Switched	IEDS	Per Minute	368,417	0.0149	\$ 5,489.41
Estimated Taxes, Surcharges and Fees	n/a	As Billed	1	\$ 603.84	\$ 603.84
Dedicated Transport - DS3	1LN44	Per DS3	2	\$ 913.28	\$ 1,826.56
Primary Rate Interface - Transport	BHC	Per D-Channel	10	\$ 102.50	\$ 1,025.00

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge "One-Time Charges"



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CALNET 3 Pricing 7/1/17 through 6/30/18

Description of Service	Service Order Billing Code	Unit of Measure	Estimated Quantity	Monthly Recurring (MRC)	Estimated Total Monthly
Basic Agents Package	ACD 01	Per Agent	312	\$ 79.95	\$ 24,944.40
Basic Supervisor's Package	ACD 24	Per Supervisor	50	\$ 82.00	\$ 4,100.00
Workforce Management System	CC 07	Per Agent	362	\$ 12.30	\$ 4,452.60
Virtual Hold Concierge	CC 15	Per Port	52	\$ 208.74	\$ 10,854.48
Digital Recording Capability	CC 03	Per Agent	89	\$ 26.98	\$ 2,401.22
Digital Recording Storage	CC 04	Per Gigabyte	2048	\$ 0.15	\$ 307.20
Network Based IVR - DTMF Port Automated Client Survey	IVR 04	Per Port	14	\$ 87.13	\$ 1,219.82
Toll-Free - Basic Coverage Dedicated IntraState	TFCAD	Per Minute	2,326,434	0.0144	\$ 33,500.65
Estimated Taxes, Surcharges and Fees	n/a	As Billed	1	\$ 3,685.07	\$ 3,685.07
Long Distance - IntraState/InterLATA Dedicated to Switched	IEDS	Per Minute	442,100	0.0149	\$ 6,587.29
Estimated Taxes, Surcharges and Fees	n/a	As Billed	1	\$ 724.60	\$ 724.60
Dedicated Transport - DS3	1LN44	Per DS3	2	\$ 913.28	\$ 1,826.56
Primary Rate Interface - Transport	BHC	Per D-Channel	10	\$ 102.50	\$ 1,025.00

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge "One-Time Charges"

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



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**I. Milestone Payments for Project 1:
 Restructure Main Menu for Agent Skill Set**

Total Professional Services Non-Recurring \$82,455.00 – NRC (Non-Recurring Charge)

This SOW covers the work explicitly stated in this document.

Billing Terms

Milestone	Percentage	Amount
Total Project Costs (100%)		
Milestone Payment 1 - Acceptance of Project Plan (30%)		\$24,736.50
<ul style="list-style-type: none"> Assemble Project Team Assign Technical Resources Define the tasks associated with the Project along with associated timelines Schedule and conduct Internal Kickoff Meeting (IKO) Schedule and conduct OC SSA Kickoff Meeting 		
Milestone Payment 2 - Acceptance of Business Design Document (30%)		\$24,736.50
<ul style="list-style-type: none"> Conduct Technical Review Sessions Revise Call Flows Update existing Business Design Document to include proposed changes Coordinate with OC SSA on their acceptance of above tasks and documents 		
Milestone Payment 3 – Acknowledgement of Start of User Acceptance		\$24,736.50
Testing (30%)		
<ul style="list-style-type: none"> User Test Plan Review Application made available for User Acceptance Testing OC SSA acknowledgement of receipt of application for UAT User Acceptance Test Plan Execution 		
Milestone Payment 4 - Final Acceptance (10%)		\$8,245.50
<ul style="list-style-type: none"> Application Deployment and Knowledge Transfer Distribute Post Production Support Documents Coordinate with OC SSA on their acceptance of above tasks and documents 		



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**II. Milestone Payments for Project 2:
 Client Survey**

Application Development Price.....\$11,500.00 – NRC

This SOW covers the work explicitly stated in this document.

Billing Terms

Milestone	Percentage	Amount
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Total Project Costs (100%)

Milestone Payment 1 – Acceptance of Business Design Document (50%)	\$5,750.00
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- Assemble Project Team
- Assign Technical Resources
- Define the tasks associated with the Project along with associated timelines
- Schedule and conduct Internal Kickoff Meeting (IKO)
- Schedule and conduct OC SSA Kickoff Meeting
- Conduct Technical Review Sessions
- Revise Call Flows
- Update existing Business Design Document to include proposed changes
- Coordinate with OC SSA on their acceptance of above tasks and documents

Milestone Payment 2 - Acceptance of Final Deliverable (50%)	\$5,750.00
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- Application Deployment and Knowledge Transfer
- Test Plan Execution
- Application Deployment and Knowledge Transfer
- Distribute Post Production Support Documents
- Coordinate with OC SSA on their acceptance of the above tasks and documents

Pricing Summary

OCSSA Survey CALNET 2 IVR Pricing March 24, 2015							
Item	CALNET 2 Identifier	Qty	Unit	Price per Month	Installation	Total Monthly	Total Installation
IVR PORTS							
Network Based IVR port based option without usage (DTMF)	Q09378	10	Per Port	\$ 76.48	\$ -	\$ 764.75	
WAS Server - Shared Hosting	Q10860	10	Per Port	\$ 21.03		\$ 210.30	
Professional Services							
Professional Services IVR	Q14079	1	Custom Strategy	\$ -	\$ 11,500.00	\$ -	\$ 11,500.00
Total Professional Services						\$	11,500.00
Total						\$	975.05 \$ 11,500.00