

**BETWEEN  
COUNTY OF ORANGE  
AND  
SBC GLOBAL SERVICES, INC DBA AT&T GLOBAL SERVICES AND AT&T CORP**

This AMENDMENT (referred to as "Amendment ~~No. 1~~Two") 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~~s~~ies," or collectively as "Parties~~s~~ies."

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~~agreed 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; and

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

- ~~1.~~1. 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.
- ~~2.~~2. Delete 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 as follows:  
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
- ~~3.~~3. 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, California Department of Technology and AT&T Corporation, per Amendment No. 10 and 11, agreed to extend CALNET 3 Contract C3-(A & B)-12-10-TS-01 through June 30, 2020; and

WHEREAS, both Parties agree to issue Amendment Two to the Contract per the extension of CALNET 3 Contract C3-A & B-12-10-TS-01 for a third consecutive term; and

NOW THEREFORE, the Parties agree as follows:

1. Renew Contract MA-063-15011634 for the third term effective July 1, 2019 through June 30, 2020 for a total amount not to exceed \$600,000. Upon becoming aware that it has exceeded the not to exceed amount, 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.

2. Delete Attachment 1-A - Scope of Work, Attachment 2-A - Pricing Schedule, Attachment 3, and Attachment 4 - A CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01, Amendment No. 7 & 8 and replace as follows:

Attachment 1-B - Scope of Work

Attachment 2-B - Pricing Schedule

Attachment 3-B - CALNET 3 Master Agreement Link

All terms and conditions, amendments/modifications of the initial Contract are hereby incorporated herein by this reference into the renewed Contract. 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-----~~

All terms and conditions relating to pricing shall be as set forth in CALNET 3. Under the terms of the Authorization to Order, County certifies it has reviewed the terms and conditions, including the rates and charges, of the CALNET 3 contract. Accordingly, in the event of any conflict between the pricing listed herein and that listed on CALNET3, the pricing on CALNET 3 shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment TWO 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. 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 _____         | Date _____  |
| Print Name _____ | Title _____ |

**COUNTY OF ORANGE  
COUNTY COUNSEL**

Approved as to Form:

|                       |            |
|-----------------------|------------|
| By _____              | Date _____ |
| Deputy County Counsel |            |

## ATTACHMENT 1-**AB**

### SCOPE OF WORK

Contractor shall provide Orange County Social Services Agency (OCSSA) a one-year renewal for services provided by AT&T under CALNET 3, Category 6.1, and Network Based Contact Center.

I. These services shall include the following:

- 7x24 operations support
- Integrated Voice Response (IVR) Survey Application
- Network Based Automated Call Distribution (ACD) Platform with the following features:
  - Basic Agent Package
  - Supervisor/Administrator Package
  - Digital Recording
  - Voice Call Back, also known as Virtual Hold
  - Per minute usage associated with Voice Call Back
  - Platform usage, Basic Coverage, Extended Call Coverage
  - Associated taxes and surcharges

Work Force Management System

II. Non-recurring Scope of Work - Additional Work Enhancement to Network Based Call Center Feature

#### **A. Description of Work**

OCSSA has a business need to customize one feature of the call center to be able to identify how often an OCSSA caller calls the call center and for which existing case number.

OCSSA is requesting to customize one feature of the call center to utilize the OCSSA ID field and allow the OCSSA call agents (agents) to enter the OCSSA's case number into the OCSSA ID field within the Intelligent Desktop while the agent is on the call. The OCSSA ID field will be captured and will become identifiable and searchable in the historical reporting. The case number format would be a 7 alpha-numeric entry (1X4DF45).

The agent's Intelligent Desktop will be modified to collect the new alphanumeric OCSSA ID and then set the key value pair of the OCSSA ID for the GI2 OCSSA ID and the Call Recording custom field.

#### **1.1 Application Call Flow Description**

There will be no changes to the existing call flow strategies as the work requested

#### **B. Project Responsibilities and Deliverables**

##### AT&T Responsibilities

1. Provide overall project management and coordination.
2. Design, develop, and validate OCSSA's customized agent desktop on an approved Business Design Document.
3. Provide an Acceptance Test Plan (ATP) to validate the desktop 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.
4. Perform internal testing to validate proper operation of the desktop and the reporting parameters.
5. Provide remote cutover support.
6. Provide "Release Notes" documentation of the final accepted desktop.

### **OCSSA Responsibilities**

1. Assign a focal point person to manage all feedback and to provide approval and sign-off for each Deliverable to ensure consistency and timeliness.
2. User Acceptance Testing plan and scripts.
3. Perform User Acceptance Testing and post production certification
4. Support the remote cutover support provided by AT&T.

### **C. Period of Performance**

Completion of this enhancement is estimated to be approximately 2-4 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 AT&T Project Manager will publish a formal project schedule after the specification documents have been delivered to and approved by OCSSA. 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.

### **D. 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 (i.e., services such as voice recording, application support, hosting services, hardware, third-party software, Network-based ACD License fees, usage charges, and dedicated Internet access, etc.) are not covered by this SOW.
4. Any changes to the call flow or Business Design Document after these documents have been approved by OCSSA 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 OCSSA. If changes are introduced by OCSSA that lengthens the project plan or project tasks; AT&T will issue a change order to accommodate the required changes.
6. OCSSAs will assume the responsibility of day to day operations of OCSSA configurable elements after sign-off on training and implementation is complete.

### **E. Acceptance Criteria**

INTERIM DELIVERABLES: OCSSA's Project Manager or Point of Contact must notify AT&T in writing or e-mail of acceptance of all AT&T interim deliverables, including but not limited to project documents, proof of concepts, reports and software. Any interim deliverable rejected by OCSSA'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 OCSSA's Project Manager or Point of Contact, AT&T will promptly correct the rejected portion of the interim deliverable to perform according to the specifications set forth in the SOW and return to OCSSA for acceptance. **Any interim deliverables not specifically accepted or rejected by OCSSA's Project Manager or Point of Contact will be deemed accepted at the end of the fifth (5<sup>th</sup>) business day after receipt from AT&T.**

If due to factors beyond the reasonable control of AT&T, OCSSA 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, AT&T will promptly document in detail the status of the work in progress to accurately calculate amounts due.

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

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

**ATTACHMENT 2-AB****PRICING SCHEDULE**1. MONTHLY RECURRING

| 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            | 133                | \$ 79.95                | \$ 10,633.35            |
| Basic Supervisor's Package                          | ACD 24                     | Per Supervisor       | 1                  | \$ 82.00                | \$ 82.00                |
| Additional Supervisor Positions                     | ACD 25                     | Per Addtl Supervisor | 28                 | \$ 82.00                | \$ 2,296.00             |
| NBCC Digital Recording Capability                   | CC 03                      | Per Recording Ports  | 52                 | \$ 26.98                | \$ 1,402.96             |
| NBCC Workforce Management (WFM) System              | CC 07                      | Per Agent/Supv       | 162                | \$ 12.30                | \$ 1,992.60             |
| Voice Call Back - Concierge                         | CC 15                      | Per Port             | 30                 | \$ 208.74               | \$ 6,262.20             |
| NBIVR - DTMF Port                                   | IVR 04                     | Per Port             | 5                  | \$ 87.13                | \$ 435.65               |
| Canada – Dedicated                                  | ITDCAN                     | Per Minute           | 92.73              | \$ 0.0564               | \$ 5.23                 |
| Call Back/Virtual Hold Platform Usage               | QMAN 17                    | Per Minute           | 181235.40          | \$ 0.0113               | \$ 2,047.96             |
| Basic Coverage – California Dedicated Access        | TFCAD                      | Per Minute           | 2881.25            | \$ 0.0144               | \$ 41.49                |
| Extended Call Coverage – US Dedicated Access        | TFUSD                      | Per Minute           | 915044.25          | \$ 0.0113               | \$ 10,340.00            |
| <b>Taxes and Surcharges</b>                         |                            |                      |                    |                         |                         |
| California Teleconnect Fund                         | TX18AF                     |                      |                    | \$ 150.00               | \$ 150.00               |
| CHCF-A, CHCH-B & CASF                               | TX18AG                     |                      |                    | \$ 50.00                | \$ 50.00                |
| COM DEV FND DEAF & DISABLED                         | TX18AI                     |                      |                    | \$ 65.00                | \$ 65.00                |
| PUBLIC UTIL COMM FEE                                | SC18TK                     |                      |                    | \$ 50.00                | \$ 50.00                |
| UNIV LIFELINE TELE SERV SUR                         | TX18AE                     |                      |                    | \$ 600.00               | \$ 600.00               |
| MRC = Monthly Recurring Charge                      |                            |                      |                    |                         |                         |
| Taxes, surcharges & fees estimated at 11% of usage. |                            |                      |                    |                         |                         |

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

| <b>Milestone</b>   | <b>Percentage</b>  | <b>Amount</b>             |
|--|--------------------|---------------------------|
| <b><u>Milestone Payment 1 - Acceptance of Project Plan</u></b>                   | <b><u>50%</u></b>  | <b><u>\$7,820.00</u></b>  |
| • <u>Assemble Project Team</u>   |                    |                           |
| • <u>Assign Technical Resources</u>  |                    |                           |
| • <u>Define the tasks associated with the Project</u>                            |                    |                           |
| • <u>Schedule and conduct Internal Kickoff Meeting (IKO)</u>                     |                    |                           |
| • <u>Schedule and conduct OC SSA Kickoff Meeting</u>                             |                    |                           |
|  |                    |                           |
| <b><u>Milestone Payment 2 - Acceptance of Business Design Document</u></b>       | <b><u>50%</u></b>  | <b><u>\$7,820.00</u></b>  |
| • <u>Update existing Business Design Document to include proposed changes</u>    |                    |                           |
| • <u>Coordinate with OC SSA on their acceptance of above tasks and documents</u> |                    |                           |
| • <u>User Test Plan Review</u>   |                    |                           |
| • <u>User Acceptance Test Plan Execution</u>                                     |                    |                           |
| • <u>Application Deployment and Knowledge Transfer</u>                           |                    |                           |
| • <u>Coordinate with OC SSA on their acceptance of above tasks and documents</u> |                    |                           |
|  |                    |                           |
| <b><u>Total NRC (Non-Recurring Charge)</u></b>                                   | <b><u>100%</u></b> | <b><u>\$15,640.00</u></b> |



**ATTACHMENT 3-B**

**Intentionally left blank**

**ATTACHMENT 4-A**

**CALNET 3**

CALNET 3 Master Agreement Link on the State of CA

<http://www.otech.ca.gov/stnd/calnet3/>

AT&T's CalNet3

<https://ebiznet.sbc.com/calnetinfoiii/>

CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01, Amendment No. ~~7 & 8~~[10 & 11](#)