



**AMENDMENT FOUR FIVE
TO CONTRACT MA-063-15011634
WITH
AT&T CALIFORNIA AND AT&T CORP**

This ~~AMENDMENT~~Amendment (referred to as "Amendment ~~Four~~Five") 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 AT&T California, 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 (AT&T California 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~~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, to renew Contract MA-063-15011634 for the second term effective July 1, 2018, through June 30, 2019 for an 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:
AT&T California & 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 agreed to issue Amendment Three to the Contract, pursuant to Board Resolution issued March 26, 2020 to increase the not to exceed amount by \$200,000, effective through June 30, 2020, for a cumulative total amount of \$4,586,137 per 1-B Additional Scope of Work and 2-B Pricing Schedule, and add Office on Aging & Veterans Service Office (~~OoA & VSA~~) and Economic & Business Recovery (~~E&BR~~); and

- 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.~~
 - ~~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

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- 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~~agreed to issue Amendment Four to increase the ~~contract~~Contract by a ~~not to exceed~~amount of \$1,680,063, for a cumulative total of \$6,266,200, and to add In-House Supportive Services, and Public Authority to the Contract and extend the term of the ~~Contract~~through December 31, 2021, per the amended-CALNET 3 Contract; and

WHEREAS, both Parties agree to issue Amendment Five to extend the Contract per CALNET 3 extension; and

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**AMENDMENT FOUR FIVE
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NOW THEREFORE, the Parties agree as follows:

1. ~~Increase~~Extend the term of Contract MA-063-15011634, for two years, effective January 1, 2022, through December 31, 2023 by an amount not to exceed amount of \$1,680,063,891.500 for a cumulative total amount of \$6,266,2008,157,700 per the CALNET 3 extension through December 31, 2023; and
2. ~~Add In-House Supportive Adult Protective Services (IHSS) to the Pricing Schedule; and Public Authority (PA) per 1-C Scope of Work and~~
- 2.3. Replace Attachment 2-C Pricing Schedule attached with the Attachment 2-D Pricing Schedule; 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.

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AMENDMENT **FOURFIVE**
TO CONTRACT MA-063-15011634

SIGNATURE PAGE

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

AT&T CALIFORNIA AND AT&T CORP.*

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

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

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**AMENDMENT FOU RFIVE
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**Attachment 1-C
Additional Scope of Work**

Due to the increase of call volume in the midst of the COVID-19 event, the Automated Call Distribution system (ACD) is necessary to provide a more efficient way to manage the call volume and enhance customer experience by queuing the calls in the order they were received and connect the 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 answer the calls.

In-Home Supportive Services (IHSS)

- 1. Develop and implement a new call flow strategy for IHSS using SSA Service Center existing tenant and AT&T Network Based ACD
- 1. Provision 30 Agents, 1 Basic Supervisor Package and 7 additional Supervisors positions. With the ability for all to log in and take calls
- 2. Provision hours of operations, holidays
- 3. Assign 800 phone number for IHSS
- 4. Provide e-learning modules and webinar for agents and supervisors training
- 5. Add digital recorder capabilities for 3 recording ports or 5% of the calls.

Public Authority (PA)

- 1. Develop and implement a new call flow strategy for PA using SSA Service Center existing tenant and AT&T Network Based ACD
- 1. Provision 11 Agents, 1 Supervisor Package and 2 additional Supervisor positions. With the ability for all to log in and take calls
- 2. Provision hours of operations, holidays
- 3. Assign 800 phone number for PA
- 4. Provide e-learning modules and webinar for agents and supervisors training
- 6. Add digital recorder capabilities for 3 recording ports or 5% of the calls.

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UNIV LIFELINE TELE SERV SUR	TX18AE		1	\$650.00	\$650.00
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2. NON-RECURRING - Additional Work Enhancement to Network Based Call Center

Description	Total Not to Exceed Amount	Estimated Quantity
In-Home Supportive Services (IHSS) and Public Authority (PA)		
• 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	1
Additional Professional Services		
• Approval from Project Manager and Procurement Manager is required prior to initiating one-time professional services related to this ACD.	\$530,000 - \$10,000	25

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- Professional Services charges are project related charges to build provision existing or for additional work services, which are not included. Option to add or delete agents and/or features with advance notice.
- Feature requirements will vary from quarter to quarter therefore SSA has the flexibility, using the CALNET3 MACD process, to add or delete features as needed.

County shall:

- Notify AT&T quarterly of features to add or delete.
- Send an email to Lyn Katsenos at lm550q@att.com requesting agents, supervisors, or other features with quantities to be added or deleted.

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