

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.14
(ID # 24626)

MEETING DATE:

Tuesday, June 11, 2024

FROM : ASSESSOR-COUNTY-CLERK-RECORDER

SUBJECT: ASSESSOR COUNTY-CLERK RECORDER: Ratification and Approval of Amendment No.1 to the Master Services Agreement with TTEC DIGITAL, LLC for Amazon Connect Cloud-Based Contact Center Implementation, Amazon web services, and Managed Services program for an additional \$240,000 for a new aggregate contract amount of \$1,300,550 through March 8, 2026, All Districts. [Total Amendment No. 1 Aggregate Contract Cost \$1,300,550; not to exceed \$130,055 in Additional Compensation; 100% Source of Funds ASSESSOR COUNTY-CLERK RECORDER]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No.1 to the Master Services Agreement with TTEC DIGITAL, LLC, a Texas limited liability company, for Amazon Connect Cloud-Based Contact Center Implementation, Amazon web services, and Managed Services program to increase the total contract aggregate amount by \$240,000 from \$1,060,550 to \$1,300,550 through the current termination date of March 8, 2026;
2. Authorize the Chair of the Board of Supervisors to execute the Amendment No. 1 on behalf of the County; and direct the Clerk of the Board to keep one (1) copy and return two (2) copies of the Amendment No. 1 to ACR for distribution; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to (a) sign amendments to the compensation provisions that do not exceed the total aggregate amount of \$130,055 for the term of the agreement, (b) authorize the Purchasing Agent to issue Purchase Orders to TTEC DIGITAL, LLC for the term of the contract that do not exceed the total aggregate amount.

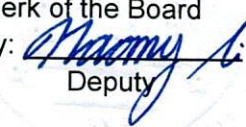
ACTION:Policy


Kan Wang, Assistant Assessor-County-Clerk Recorder 5/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: June 11, 2024
xc: Assessor

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$190,000	\$250,000	\$1,300,550	\$250,000
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Departmental Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Assessor-County Clerk-Recorder (ACR) is requesting an increase to the ACR's current Master Service Agreement with TTEC Digital, LLC. The original contract was set for a maximum aggregate amount of \$1,060,550. The new revised estimate requests to increase the total contract aggregate amount by \$240,000 from \$1,060,550 to \$1,300,550 through the current termination date of March 8, 2026, to cover additional Amazon Web Service fees.

The ACR Call Center experiences a steady rise in call volume as more users opt for the IVR system, reducing the need for physical travel and face-to-face interactions. Notable improvements include upgraded Chat functionality and enhanced recording features aimed at elevating service standards and ensuring top-notch quality. Expansion of storage capacity is underway to cater to the burgeoning demand across various communication channels. Moreover, plans for future enhancements are aligned with evolving laws, market dynamics, and fee structures to uphold relevance and effectiveness.

Impact on Residents and Businesses

The ACR's IVR call center solution will provide residents and businesses with a better customer experience with more functions, and more options to get their questions answered.

Additional Fiscal Information

The estimated annual cost will increase from \$130,000 to \$250,000. A summation of these support and licensing costs based on the estimated number of agents and Amazon Web Services (AWS) hours that will be used with a maximum aggregate of \$760,000 for the four (4) additional one-year periods (years four and five remain).

The cost of the annual support services and licensing fees include a cost of \$44,566 for the Managed Services Program, up to \$2,400 for Screen Recording Licensing Fees, and up to \$203,034 in appliance fees and enhancements for Amazon Web Services.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Fiscal Year	Current contract scheduled amount	Additional AWS Charge Adjustment	New Agreement Yearly Charges
2024-2025	\$130,000.00	\$120,000.00	\$250,000.00
2025-2026	\$130,000.00	\$120,000.00	\$250,000.00

Contract History and Price Reasonableness

The initial order was formally bid by the Purchasing Department on behalf of the ACR and issued a Request for Proposal (RFP) ASARC-130 for Interactive Voice Response System. The RFP notification was viewed by 47 vendors, with 17 vendors responding to participate in a bidder's conference, and a total of 4 bidders submitting bid responses. The proposals were carefully reviewed by an evaluation team consisting of personnel from the ACR. Each bid response was evaluated based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder's proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, bidder's financial status, clarifications/exceptions/deviations, and credentials/resumes/licenses/certifications. TTEC Digital, LLC was awarded as the lowest, most responsive, and responsible bidder. TTEC Digital, LLC has not increased their AWS service charge fee amounts.

The Board of Supervisors formally approved the Master Services Agreement with TTEC Digital, LLC on March 23, 2021, Agenda Item: 3.6.

ATTACHMENTS:

- Amendment No. 1 to Master Service Agreement for Amazon Connect Cloud-Based Contact Center Implementation, Amazon Web Services, and Managed Services Program
- Form 11 item 3.6, Meeting Date: (March 23, 2021); TTEC Digital Services Agreement

Meghan Hahn
 Meghan Hahn, Director of Procurement 5/15/2024

Cesar Bernal
 Cesar Bernal, PRINCIPAL MGMT ANALYST 6/3/2024

Aaron Gettis
 Aaron Gettis, Chief of Deputy County Counsel 5/29/2024

**AMENDMENT NO. 1 TO THE MASTER SERVICES AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TTEC DIGITAL, LLC
FOR
AMAZON CONNECT CLOUD-BASED CONTACT CENTER IMPLEMENTATION AND
MANAGED SERVICES**

Original Contract Term:	March 22, 2021 – March 23, 2026
Contract Term Amended To:	Not Applicable
Effective Date of Amendment:	May 21, 2024
Original Maximum Aggregate Contract Amount:	\$1,060,550
Amended Maximum Aggregate Contract Amount:	\$1,300,550
Contract ID:	ASARC-20880-PSA-0002621

This Amendment No. 1 to the Master Service Agreement for Amazon Connect Cloud-Based Contact Center Implementation, Amazon Web Services, and Managed Services Program (herein referred to as "Amendment No. 1"), is entered into by and between TTEC Digital, LLC, a Texas limited liability company, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Master Service Agreement for Amazon Connect Cloud-Based Contact Center Implementation, Amazon Web Services, and Managed Services Program, approved by the Board of Supervisors of Riverside County on March 23, 2021, Agenda Item 3.6 (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement, to increase the Total Maximum Aggregate Contract Amount by \$240,000.00 for the two (2) remaining contract years to \$500,000.00, for additional Amazon Web Service Charge Adjustment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Invoicing and Payment: The second sentence of Section 3.1 is hereby amended to read as follows:

Maximum payments by County to Contractor Provider shall not exceed five-hundred forty thousand five hundred fifty dollars (\$540,550) for the first year, and seven hundred sixty thousand dollars (\$760,000) maximum aggregate for the remaining four years (years two through five), including all expenses.

3. Invoicing and Payment: The email addresses found in Section 3.1 are hereby deleted and replaced with the following:


**AMENDMENT NO. 1 TO THE MASTER SERVICES AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TTEC DIGITAL, LLC
FOR
AMAZON CONNECT CLOUD-BASED CONTACT CENTER IMPLEMENTATION AND
MANAGED SERVICES**

ACR-Procurement@asrclkrec.com
Frank.Meza@asrclkrec.com
kchandran@asrclkrec.com
bazrot@asrclkrec.com

4. Miscellaneous. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.
5. Effective Date. This Amendment No. 1 to the Agreement shall be effective May 21, 2024.
6. Entire Understanding. The Amendment No. 1 and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understanding, or ancillary covenants, undertaking or agreements that are not contained or expressly referred to within this Amendment No. 1 and Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chair
Board of Supervisors

Dated: 6/11/2024


ATTEST:
Kimberly Rector
Clerk of the Board

By: 

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Ryan D. Yabko
Deputy County Counsel

TTEC Digital, LLC, a Texas limited liability company

By: 
Steven Pollema (May 1, 2024 21:16 GMT)
Steven Pollema
COO

Dated: 01/05/24


FIRST AMENDMENT TO THE AGREEMENT

Final Audit Report

2024-05-02

Created:	2024-05-01
By:	rafael vergara (rafael.vergara@asrclkrec.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbYp7rU8p8c8ZAvqN1j0Xyi8lleffDimf

"FIRST AMENDMENT TO THE AGREEMENT" History

-  Document created by rafael vergara (rafael.vergara@asrclkrec.com)
2024-05-01 - 10:14:50 PM GMT
-  Document emailed to Steven Pollema (steven.pollema@ttecdigital.com) for signature
2024-05-01 - 10:14:53 PM GMT
-  Email viewed by Steven Pollema (steven.pollema@ttecdigital.com)
2024-05-02 - 2:06:10 AM GMT
-  Document e-signed by Steven Pollema (steven.pollema@ttecdigital.com)
Signature Date: 2024-05-02 - 2:16:35 AM GMT - Time Source: server
-  Agreement completed.
2024-05-02 - 2:16:35 AM GMT

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.6
(ID # 14259)

MEETING DATE:
Tuesday, March 23, 2021

FROM: ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Approve the Master Services Agreement with TTEC Digital, LLC for Amazon Connect Cloud-Based Contact Center Implementation, Amazon Web Services, and Managed Services Program for \$540,550 for one year with the option to renew for up to four additional one-year periods for an additional maximum aggregate amount of \$520,000; All Districts [Total cost \$1,060,550 - 100% Department Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Services Agreement with TTEC Digital, LLC for Amazon Connect Cloud-Based Contact Center Implementation, Amazon Web Services, and Managed Services Program for an amount of \$540,550 for one year with the option to renew for up to four additional one-year periods for a maximum aggregate amount of \$520,000 for a total contract amount not to exceed \$1,060,550 through March 8, 2026, and authorize the Chair of the Board to sign the Agreement and Attachment I on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and
3. Direct the Clerk of the Board to return two original copies of the signed Agreement to the Assessor – County Clerk – Recorder's Office.

ACTION: Policy


Douglas Cady, Clerk/DEP ASSESSOR/CO CLERK REC 3/3/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 23, 2021
xc: ACR

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$540,550	\$130,000	\$1,060,550	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Department Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Assessor-County Clerk-Recorder (ACR) is proposing to modernize its call center. This includes replacing its Interactive Voice Response (IVR) system with a new system to improve customer service. The ACR requests approval from the Board of Supervisors to contract with TTEC Digital, LLC to provide this new system. The new system is a Contact Center as a Service (CCaaS) cloud solution built on the Amazon Web Services (AWS) Connect platform.

The IVR cloud solution will deliver the following improvements:

- More reliable system, eliminating system crashes.
- Customer call-back features.
- Automated self-service functions with voice recognition.
- Ability to create and modify menus and messages internally.
- A combined (voice, text, and chat) interface.
- Scalability to meet call volume.

The ACR's current IVR systems suffers from frequent crashes and requires vendor involvement to modify menus and messages. The current system is inflexible and unable to provide basic functions that customers expect from a modern call center.

If approved, TTEC Digital, LLC will build and deploy the new IVR system, handle ACR's AWS account and provide support and system enhancements.

Impact on Residents and Businesses

The ACR's new call center solution will provide residents and businesses with a better customer experience with fewer crashes, more functions, and more options to get their questions answered.

Additional Fiscal Information

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The cost for the first year of the contract is \$540,550. This includes \$410,550 to design, build, and deploy the new IVR system, and up to \$130,000 for support services and licensing fees, as described below.

The annual support services and licensing fees include a cost of \$44,566 for the Managed Services Program, up to \$2,400 for Screen Recording Licensing Fees, and up to \$83,034 in appliance fees from Amazon Web Services. The estimated annual cost of \$130,000 is a summation of these support and licensing costs based on the estimated number of agents and hours that will be used with a maximum aggregate of \$520,000 for the remaining four years (years two through five).

Contract History and Price Reasonableness

The Purchasing Department on behalf of the ACR issued Request for Proposal (RFP) ASARC-130 for Interactive Voice Response System. The RFP notification was viewed by 47 vendors, with 17 vendors responding to participate in a bidder's conference, and a total of 4 bidders submitting bid responses. The proposals were carefully reviewed by an evaluation team consisting of personnel from the ACR. Each bid response was evaluated based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder's proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, bidder's financial status, clarifications/exceptions/deviations, and credentials/resumes/licenses/certifications.

The proposed best and final pricing from all responding bidders for the Contact Center Solution and Managed Services Program ranged from \$410,550 to \$1,252,641, plus up to \$130,000 in AWS appliance fees, Licensing Fees, and Managed Services costs. Based on the overall summation, it is recommended that the contract be awarded to TTEC Digital, LLC, as the lowest, most responsive and responsible bidder for this project.

The request for an Interactive Voice Response System was reviewed and approved by the Technology Standards Oversight Committee (TSOC) on October 7, 2020.

ATTACHMENTS:

Master Service Agreement for Amazon Connect Cloud-Based Contact Center Implementation and Managed Services between County of Riverside and TTEC Digital, LLC.

ATTACHMENT I: Scope of Work to Master Service Agreement

ATTACHMENT II: Managed Services Program Document to Master Service Agreement

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


ATTACHMENT III: Payment Provisions to Master Service Agreement


TSOC Approval # PR2020-10864


Tina Grande, Director of Purchasing 3/11/2021


Stephanie P. ..., Principal Management Analyst 3/15/2021


Gregory V. Priapros, Director County Counsel 3/11/2021


Jim Smith, Chief Technology Officer 3/9/2021


Jim Smith, Chief Technology Officer 3/9/2021



VoiceFoundry

CONTRACT ID: ASARC-20860-PSA-0002621

TTEC DIGITAL SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") between the TTEC Digital, LLC. subsidiary or affiliate (as noted in the signature block) ("Contractor"), with offices at 9197 South Peoria Street, Englewood, Colorado 80112 ("Contractor") and the County of Riverside, a political subdivision of the State of California (as noted in the signature block) ("County or ACR"), is entered into as of the date fully executed below (the "Effective Date") in accordance with the following terms and conditions as detailed in the attached Exhibits (collectively, the "Agreement"). More specifically, Attachment I includes a detailed Statement of Work ("SOW"). The Exhibits and Attachments include the following:

- Exhibit A: Sales of Hardware, Software Subscription Services and/or Pass-Through Maintenance Services
- Attachment I: Statement of Work (SOW)
- Attachment II: Managed Service Program
- Attachment III: Payment Provisions

1. Definitions.

- 1.1 "Authorized User" shall mean an employee of County, or of a person to whom County has outsourced services, who is authorized to access the Services as either a named or concurrent user. County shall be responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of County.
- 1.2 "County Materials" shall mean County provided tools, software, databases, hardware, design and data, and other County intellectual property, as well as any other pre-existing or independently developed materials provided by County in connection with County's use of the Services. County Materials are the Confidential Information of County.
- 1.3 "Concurrent Users" shall mean the total number of individuals using the Services (such as users in a CaaS environment) within a predefined period of time (such as per user / per month).
- 1.4 "Documentation" means Contractor's documentation which is delivered or made available to County as part of the Services under this Agreement.
- 1.5 "Named Users" shall mean specific named individuals (such as employees of end user) or specific devices (such as lobby phones or fax machines) that are licensed to use the Services (such as users of UCaaS IP phones).
- 1.6 "Contractor Materials" shall mean all software, tools, methodologies, processes, techniques, ideas, know-how, documentation, technical information, technology, and other items whose Intellectual Property Rights belong to or are licensed by Contractor and that are delivered to County or used by Contractor in providing the Services.
- 1.7 "Contractor Offerings" shall mean the Services, Contractor Materials and Contractor Software.
- 1.8 "Contractor Parties" shall mean Contractor's subcontractors, agents and affiliates.
- 1.9 "Services" shall mean the applicable scope, services and/or deliverables described in each applicable Statement of Work ("SOW") executed by the parties pursuant to this Agreement.
- 1.10 "Third Party Materials" shall mean all software, products, tools, methodologies, processes, programs, services, data, information, materials, and other items whose Intellectual Property Rights belong to a third party.
- 1.11 "TTEC Digital" shall mean TTEC's technology, cloud, IT consulting and digital consulting businesses.
- 1.12 "TTEC Engage" shall mean TTEC's customer experience services including turnkey customer acquisition, customer care, revenue growth and digital trust and safety services delivered over multiple channels.

2. Services.

- 2.1 "Scope of Services/Engagement" Contractor will provide services to County (the "Services"), for which the scope, fees, pricing, and operational terms shall be specifically described in mutually agreed statements of work executed by authorized representatives of the parties, (each an "SOW").
- 2.2 "County Requirements" It is expressly understood that the Services to be performed under this Agreement are a collaborative undertaking between Contractor and County and, as such, it will be necessary for County to provide, at County's expense, the County's requirements as provided in the applicable SOW.
- 2.3 "Personnel, Facilities and Requests" It is expressly understood that the Services to be performed under this Agreement are a collaborative undertaking between Contractor and County and, as such, it will be necessary for County to provide, at County's expense, suitable information, telecommunications connections, electrical connections, equipment, and site and system access and facilities as are reasonably necessary to enable Contractor to perform the Services, in addition to any resources that are specified in the applicable SOW and/or on an as needed basis. County shall promptly respond to any such request by Contractor for personnel or information. County acknowledges and agrees that Contractor's performance is dependent on and subject to performance by County or third parties of their obligations associated with the Services in a timely manner and is subject to any assumptions regarding the Services referred to in the applicable SOW.
- 2.4 "Contractor Affiliates" County acknowledges and agrees that the Services may be performed by employees of one or more direct or indirect affiliates of Contractor, in which case Contractor shall remain responsible for such Services to the same extent as if performed by its employees.
- 2.5 "County Decisions and Consents" Contractor shall be entitled to rely on, and County shall be responsible for, all decisions, instructions and approvals of County project, administrative and other personnel in connection with the Services. County shall be responsible for procuring all County and/or third party consents, licenses, approvals or permissions as may be necessary to enable Contractor to perform the Services. In addition, the parties acknowledge that if strategic consulting Services are provided to County, that the Services provided are advisory and/or demonstrative only. The decision as to whether and how to use the above Services, requires management decision on the part of the County, taking account of facts and other information, some of which may be unknown to TTEC.
- 2.6 "Use of Services" County will use the Services solely for its internal business purposes in accordance with this Agreement, and the applicable SOW and will not use the Services in any manner that violates any applicable law or governmental regulation.

MAR 23 2021 3.46



VoiceFoundry

CONTRACT ID: ASARC-20880-PSA-0002621

3. **Invoicing and Payment**

3.1 **Invoicing and Payment**. Unless otherwise noted in a SOW, Contractor will invoice County on a monthly basis for the Services performed, products provided, and expenses incurred in accordance with the terms of Attachment III. Maximum payments by County to Contractor Provider shall not exceed five-hundred forty thousand five-hundred fifty dollars (\$540,550) for the first year, and five hundred twenty thousand dollars (\$520,000) maximum aggregate for the remaining four years (years two through five), including all expenses. County is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in attachment III, County shall not be responsible for payment of any of Contractor's expenses related to this Agreement. No price increases will be permitted during the first year of this Agreement. All price decreases (for example if Contractor offers lower prices to another governmental entity) will automatically be extended to County. County requires written proof satisfactory to County of cost increase prior to any approved price adjustment. After the first year of the Agreement, a minimum of 30-days advance notice in writing is required to be considered and approved by County. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increase shall not exceed the Consumer Price Index – All Consumers, All Items – Greater Los Angeles, Riverside, and Orange County areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors. County shall pay all invoiced amounts that are not subject to good faith dispute within thirty (30) calendar days from the date of the invoice. Payment shall be made to Contractor only after services have been rendered and acceptance has been made by County. Invoices shall be sent to the following email addresses:

- Ofelia.Acosta@asrcrkrec.com
- Frank.Meza@asrcrkrec.com
- kchandran@asrcrkrec.com
- bazrot@asrcrkrec.com

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department; Agreement number (ASARC-20880-PSA-0002621); quantities; item descriptions, unit prices, extensions, sales/use tax (if applicable), and an invoice total. Invoices shall be rendered monthly in arrears. The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Contractor in writing; and this Agreement shall be deemed terminated, have no further force, and effect. County will not withhold any undisputed fees. In the event that County disputes any charges contained in an invoice, County shall timely pay all undisputed fees and within 15 days from County's receipt of the invoice provide a written explanation of the basis for the dispute and the amount of any fees withheld. The parties agree to undertake good faith negotiations within 15 days from Contractor's receipt of such explanation to resolve such dispute, utilizing the Change Control Process if needed.

3.2 **Expenses**. Unless otherwise noted in a SOW, County shall not reimburse Contractor for any expenses.

3.3 **Taxes and Other Regulatory Charges**. All amounts payable under this Agreement are exclusive of all taxes, levies, duties, tariffs, or other governmental or regulatory charges or expenses or withholdings Contractor is required to collect or remit to applicable tax authorities including, without limitation, any value added tax, withholding tax, sales, goods and services tax or customs duties (collectively, "Taxes"). County shall pay any and all applicable Taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, the Services, or Products, excluding Taxes based upon the net income of Contractor. If County asserts in writing that specified amounts are not subject to Tax and provides Contractor with a valid exemption certificate, Contractor will refrain from collecting and remitting Taxes with respect to such specified amounts.

3.4 **Audit**. Each party shall maintain complete records of its activities under this Agreement for at least five (5) years following termination of this Agreement. Each party agrees to allow the other party, upon at least forty-eight (48) hours prior written notice, to audit such party's business records specifically relating to this Agreement as kept in the normal course of business to ensure compliance with the terms and conditions of this Agreement. If the audit reveals that either party has failed to comply with the terms of this Agreement, such party shall immediately become compliant and reimburse the other party for any unpaid amounts due and, if the noncompliance was material, the reasonable cost of the audit. In the event that the audit reveals that a party owes the other party money, whether or not such amounts were properly billed at the outset, the owing party shall reimburse the other party for any amounts due. All audits shall be conducted during the audited party's normal business hours, and each party may conduct an audit no more than once per calendar year.

3.5 **Cost of Living Adjustment**. Unless otherwise set forth in the SOW, the following language shall apply to any TTEC Engage Services: the pricing and rates set forth in each Statement of Work or PCF shall be adjusted annually based on a mutually agreed upon in-country/in-region index commencing on the first anniversary of the initial operational date of the applicable Statement of Work or PCF, and annually thereafter on the anniversary of such Statement of Work or PCF.

3.6 **Changes in Cost Due to Changes in Applicable Laws or Wage Requirements**. Unless otherwise set forth in the SOW, the following language shall apply to any TTEC Engage Services: if applicable law(s) or wage requirements for personnel providing the Services materially change during the term of this Agreement, based upon empirical market documentation to be provided by TTEC, or any new law or regulation is enacted that materially impacts (either positively or negatively) the cost of performing or receiving the Services, the Parties will negotiate in good faith to modify the Agreement (including the fees charged hereunder). If the Parties are unable to agree upon an amendment to accommodate compliance with the new or amended law or regulation, then the Party negatively and materially impacted by the change shall have the right to terminate this Agreement or the affected Services immediately without penalty, provided that such terminating Party shall provide as much advance notice of such termination as practicable and mitigate the impact of such termination as much as possible to the other Party.

4. **Change Control**

4.1 **Changes in Cloud Services**. Unless otherwise set forth in the SOW, the following language shall apply to any TTEC Digital Cloud Services: Contractor may change or modify the Services at any time and Contractor will only be required to notify County of a change or modification to the Services in advance if the change or modification: (i) is not within industrial standards and/or customary in the industry; and (ii) does not extend and/or enhance the functionalities or architecture of the Services. If Contractor notifies County of a change as required in this Section and County does not wish to use the Services after notification of such change, County may, within forty-five (45) days of notification provide Contractor with written notice of termination of the applicable SOW. If County provides no written notice to Contractor within such forty-five (45) day period, County shall be deemed to have accepted such change and the applicable SOW shall continue in full force and effect. Nothing in this Section shall



VoiceFoundry

CONTRACT ID: ASARC-20660-PSA-0002621

obscure any proprietary or other notices of any third party licensors contained in any Third Party Materials (including any information or data generated by the Third Party Materials); (f) publicly disseminate information regarding the performance of the Third Party Materials; (g) use the name, trademarks or logos of the third party licensors of the Third Party Materials; or (h) commit any act or omission with respect to the Third Party Materials that could result in damage to Contractor or its third party's licensors' reputations.

6. Confidentiality.

6.1 In the course of the Services, either party may provide certain of its Confidential Information to the other. "Confidential Information" shall mean any information or data that is disclosed by or on behalf of a party (in such capacity, the "Disclosing Party") to the other party (in such capacity the "Receiving Party") under or in contemplation of this Agreement or otherwise in connection with the Services and that (a) if in tangible form or other media that can be converted to readable form, is marked confidential when disclosed, (b) if intangible, is clearly identified as confidential when disclosed or (c) whether tangible or intangible, concerns the Disclosing Party's past or present vendors, customers, business partners, plans, strategies, financial condition, software, product and service offerings, methodologies, models, architectures, or other proprietary technology or intellectual property or should otherwise be reasonably understood to be confidential or proprietary to the Disclosing Party given the nature of the information and the context in which it was disclosed.

6.2 Confidential Information shall not include: (i) information that was known to Receiving Party prior to receipt as demonstrated in written records; (ii) information that, at the time of disclosure to Receiving Party, was generally available to the public, or which after disclosure becomes generally available to the public, through no fault of Receiving Party; (iii) information that is hereafter made available to Receiving Party from any third party having a right to do so on a non-confidential basis; or (iv) information that is required by law, regulation, subpoena, government order or judicial order to be disclosed, provided Receiving Party promptly notifies the Disclosing Party upon such request for disclosure.

6.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party to the extent Receiving Party is required to disclose such Confidential Information by court order or other legal or administrative process, provided that the Receiving Party shall (i) give the Disclosing Party timely notice (if permitted by law) prior to disclosing such Confidential Information, (ii) provide assistance as reasonably necessary for the Disclosing Party to seek a protective order or similar remedy to avoid or limit disclosure of the applicable Confidential Information, and (iii) in the event a protective order or such similar remedy is not obtained, disclose only that portion of the Confidential Information that its counsel advises it is legally required to disclose and use commercially reasonable efforts to obtain confidential treatment for that information.

6.4 Treatment of Confidential Information. Each Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and exercise at least the same standard of care to prevent the disclosure of such Confidential Information as it exercises to prevent the disclosure of its own Confidential Information, but no less than a reasonable standard of care.

6.5 The Receiving Party shall not: (i) make any use or copies of the Confidential Information of the Disclosing Party except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the Disclosing Party, (iii) sell, assign, lease, or otherwise dispose of any Confidential Information of the Disclosing Party to third parties, (iv) commercially exploit such information, including through derivative works, (v) reverse engineer, decompile or disassemble any Confidential Information, or (vi) refuse for any reason (including a default or material breach of this Agreement by the Disclosing Party) to return promptly to the Disclosing Party the Confidential Information of Disclosing Party if requested to do so.

6.6 Upon expiration or termination of this Agreement, the party shall return or destroy, as the Disclosing Party may direct, all documentation in any medium that contains, refers to, or relates to the Disclosing Party's Confidential Information and may retain one copy for archival purposes. In addition, the party shall take all reasonable steps to make sure that its employees comply with these confidentiality provisions.

6.7 Confidentiality Period. The obligations imposed under this Section will remain in effect with respect to specific Confidential Information for a period of three (3) years from the date of disclosure of such Confidential Information with respect to Confidential Information that does not qualify as a trade secret under applicable law and, with respect to trade secrets, for so long as such Confidential Information remains a trade secret.

6.8 Data Privacy. For the purpose of this Agreement "Data Subjects" shall mean identified or identifiable persons to whom Personal Data relates. For the purpose of this Agreement "Personal Data" shall mean any information relating to an identified or identifiable person. For the purpose of this Agreement "Data Protection Laws" shall mean any applicable law or regulation concerning data protection that governs the processing of Personal Data under this Agreement. County represents and covenants that County or County's customers (as the case may be) has been (and shall be in the future) provided with any and all notices to and received any and all consents from Data Subjects to allow Contractor to perform the Services without violating the Data Protection Laws. County agrees to indemnify and keep indemnified and defend at its own expense Contractor against all costs, claims, damages or expenses incurred by Contractor or for which Contractor may become liable due to any failure of County to comply with any of its obligations under Data Protection Laws (including, but not limited to, providing applicable notices to County's customers).

7. Warranties and Disclaimers.

7.1 Limited Warranty. Contractor warrants that it will use commercially reasonable efforts to provide the Services in a competent and workmanlike manner in accordance with applicable industry standards. The warranty shall not apply: (i) if the Services are not used in accordance with this Agreement and any Documentation; (ii) if the defect is caused by any Third Party Materials not provided by Contractor as part of the Services; or (iii) if the defect is caused by any County Materials. Notwithstanding anything else in this Agreement to the contrary, all equipment provided by Contractor for County to use to access the Services is provided "AS IS" without warranty of any kind.

7.2 If the Services do not conform to the foregoing warranty, and County provides notice of such defect within 30 days after the performance of the relevant Services, then Contractor will use commercially reasonable efforts to re-perform the relevant Services in a materially conforming manner. If Contractor is unable to re-perform the relevant Services in a materially conforming manner, Contractor will provide County with a refund of the fees paid by County for the relevant, materially non-conforming Services. The foregoing states County's exclusive remedy and Contractor's entire liability in the event of a non-conformity with the warranty provided in this Section.

7.3 THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY DISCLAIMED ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTIES THAT THE CONTRACTOR OFFERINGS OR WORK PRODUCT WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION; OR THAT THE CONTRACTOR OFFERINGS OR WORK PRODUCT WILL PROVIDE ANY SPECIFIC RESULTS OR MEET THE REQUIREMENTS OF COUNTY.

7.4 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. CONTRACTOR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CONTRACTOR'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES (SUCH AS NETWORK CARRIERS). AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT COUNTY'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE CONNECTION TO THE SERVICES, INCLUDING THE INTERNET CONNECTION.



VoiceFoundry

CONTRACT ID: ASARC-20880-PSA-0002621

7.4 Toll Fraud. Contractor does not warrant that Products or Contractor Offerings will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of County. The term "Toll Fraud" refers to the unauthorized use of telecommunications services or facilities accessed through or connected to the Products.

7.5 Warranties and Obligations of County. County represents and warrants that: (i) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the Term of this Agreement, to provide any County Materials as contemplated under this Agreement and combine them with the Contractor Materials necessary for Contractor to provide the Contractor Offerings; (ii) the County Materials are free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by Contractor to provide the Contractor Offerings; and (iii) the performance of its obligations and use of the Contractor Offerings will not violate any applicable laws, regulations or any provision of this Agreement. County further represents and warrants that it shall use the Contractor Offerings, Contractor Confidential Information and Third Party Materials solely for its own internal purposes and that it shall not resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) the Contractor Offerings, Contractor Confidential Information or any Third Party Materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its Authorized Users as expressly permitted by this Agreement).

8. Indemnification.

8.1 Contractor shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Contractor shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by Contractor, County shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor indemnification to Indemnitees as set forth herein.

Contractor's obligations hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

9. Limitation of Liability.

9.1 Neither party nor its affiliates, officers, employees, and agents, licensors and suppliers, shall have any liability to the other party whether in contract, tort (including, without limitation, negligence) or otherwise for consequential, exemplary, incidental, indirect or punitive loss, damage, expenses or for loss of business, data, revenue, profits, or use.

9.2

9.3 Contractor's liability for any failure to achieve service levels / performance objectives shall be limited to those credits, as applicable, set forth in the applicable SOW.

9.4 The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Contractor's compensation hereunder reflects such allocations. The limitations on liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of any lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided in this Agreement fails of its essential purpose.

10. Term and Termination.

10.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year ("Initial Term"). Upon completion of the Initial Term, the Agreement shall renew for four consecutive one (1) year terms (each a "Renewal Term"), unless terminated earlier. For purposes of this Agreement, Initial Term and Renewal Term may collectively be referred to as "Term".

10.2 Termination for Breach. In addition to any other rights or remedies available to the non-breaching party at law or in equity, either party may, upon five (5) days written notice, terminate this Agreement or any SOW upon written notice to the other in the event the other party materially breaches this Agreement or the applicable SOW, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County.

10.3 Termination for Insolvency. Either party may demand assurances or may terminate this Agreement or a SOW by written notice to the other party as follows: (i) upon the discovery, upon information and belief, that the other party has become insolvent (ii) the institution by or against the other party of receivership, or bankruptcy proceedings, or any other proceedings for the settlement of such party's debts; or (iii) upon the other party making an assignment for the benefit of creditors.

10.4 Termination for Convenience. The County may terminate this Agreement without cause upon 30 days written notice served upon Contractor stating the extent and effective date of termination. Upon such termination, the County will pay for all services rendered up to the effective date of termination and pay all pre-paid out of pocket costs of Contractor.

10.5 Duties upon Termination. In the event of any termination or non-renewal pursuant to this Section, County shall pay Contractor for all Services rendered, Products ordered and expenses incurred by Contractor up to the effective date of termination and each party shall promptly, upon written request, return to the other Confidential Information of the other held by each for the purposes of and in connection with this Agreement. After receipt of the notice of termination, Contractor shall:

10.5.1 Stop all work under this Agreement on the date specified in the notice of termination; and

10.5.2 Transfer to County and deliver in the manner as directed by County any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to County.

11. General Provisions.

11.1 Disputes and Mediation. Upon the occurrence of any dispute, controversy or claim arising under or in connection with this Agreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) that have not been resolved at the working level, despite diligent good faith efforts by the day-to-day account managers of the Parties (a "Dispute"), each of the Parties will refer to the senior management of the parties who is not involved in the general operation of the Services related to the Dispute and whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will initially meet within ten (10) days of the commencement of the Dispute and then shall diligently meet thereafter as often



VoiceFoundry

CONTRACT ID: ASARC-20880-PSA-0002621

as necessary to negotiate in good faith a resolution of the Dispute. All proposals, discussion and information exchanged during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings (legal, administrative, or otherwise). Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. Neither party may unreasonably withhold, condition or delay consent to the selection of mediator. The parties agree to be represented at the mediation meeting by individuals with full decision-making authority regarding the Dispute. Notwithstanding the above, nothing in this Section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious or irreparable injury to one party or to others, or a complaint must be filed prior to the running of the applicable statute of limitations.

11.2 Choice of Law / Venue.

11.2.1 Choice of Law / Venue. This Agreement shall be governed in all respects by the following governing laws without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law

11.2.2 If the applicable TTEC entity is incorporated in the United States, then the laws of the State of California shall govern.

11.2.3 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Notwithstanding anything in this Agreement to the contrary, Contractor may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened: (i) misappropriation or infringement of its Intellectual Property Rights or those of its licensors or (ii) breach of Contractor's confidentiality rights, and County hereby submits to the exclusive jurisdiction of such courts and waives any objection on the basis of improper venue, inconvenience of the forum or any other grounds. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. Except for actions for nonpayment, breach of confidentiality, or breach of Contractor's or Third Party proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than 3 years after the cause of action has accrued.

11.3 WAIVER OF JURY TRIAL. IF THE PARTIES CHOICE OF LAW IS A COMMON LAW JURISDICTION, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS AGREEMENT OR ANY SOW OR ANY RELATED AGREEMENT.

11.4 Publicity. Contractor shall have the right to include in its marketing materials: (i) the type of services provided to County; and (ii) to display County's name and logo. Contractor shall not indicate County's endorsement of the Services without County's prior written consent. In addition, County agrees, from time to time, to act as a reference for Contractor related to the Services provided under this Agreement.

11.5 Relationship of the Parties. It is agreed that Contractor is an independent contractor and that no relationship of employer-employee exists between the parties. Contractor and its employees shall not be entitled to any benefits payable to employees of County, including but not limited to, workers' compensation, retirement, or health benefits. County shall not be required to make any deductions for Contractor's employees from the compensation payable to Contractor under this Agreement. Contractor agrees to hold County harmless from any and all claims that may be made against County based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. Contractor agrees to indemnify and defend, at its sole expense and cost, including but not limited, to

attorney fees, cost of investigation, defense and settlements or awards, County, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

11.6 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given the first business day after being delivered by an internationally recognized overnight courier delivery service to the other party to the addresses set forth below, or to such other address or individual as the parties may specify from time to time by written notice to the other party. All notices shall be sent to the Parties' addresses as stated on the signature page.

11.7 Maintenance Services. If Contractor's premise based maintenance services and/or Manufacturer's pass-through maintenance services are purchased by County under this Agreement, for the first renewal term County shall have the right to renew any or all of the above maintenance services for the same term and for the same fees, subject to: (i) a change in fees due to a change in the scope of the above maintenance services provided; and/or (ii) an increase in the fees equivalent to the increase in the United States Consumer Price Index from the first month to the final month of the initial term; and/or (iii) an increase in the fees equivalent to the increase in the Manufacturer's and/or supplier's prices to Contractor by more than the increase in the United States Consumer Price Index from the first month to the final month of the initial term. For each renewal term thereafter, County shall pay Contractor's then-applicable renewal fees for such maintenance services.

11.8 Employee Non-Solicit. During the period beginning with the Effective Date and ending one (1) year after all Services have been performed, neither party will (directly or indirectly), without the written consent of the other party, solicit, entice or offer employment or engage as a consultant any employee of the other who was substantially involved in providing, receiving, or evaluating Services. The foregoing shall not apply to non-targeted solicitations contained in periodicals, on web sites or in other media of general communication or to the extent that any such employee has ceased to be employed by a Party for at least one (1) year prior to being solicited.

11.9 Force Majeure. Neither party shall be liable for any delay or failure in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to causes beyond its control, including, but not limited to, acts of God, the public enemy, major equipment failures, cyber-attacks, inability to obtain materials or services, failures of telecommunications / internet providers, riots, strikes, civil commotion, fires, pestilence, natural catastrophes, epidemics, fluctuations or non-availability of electrical power, or government demands/requirements. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the duration of the failure or delay; provided, that the party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects. Each party shall notify the other in writing promptly of any failure or delay in, and the effect on, its performance.

11.10 Hazardous Materials / Hazardous Conditions. County is responsible for notifying Contractor of the presence of any hazardous materials and/or hazardous conditions on County's premises prior to the commencement of any Services by Contractor. County shall be responsible for the removal of any such hazardous materials and/or correction of any hazardous conditions that affects Contractor's performance of Services. Contractor's Services will be delayed until County removes or corrects such hazardous materials/hazardous conditions and Contractor shall not be liable in any way as a result of said delays.

11.11 Integration / Merger. This Agreement, including all SOWs/PCFs executed pursuant to this Agreement, contains the entire agreement between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement, with the exception of Contractor's Response to the County's RFP, ASARC-130, which is incorporated herein by reference.

11.12 Headings. Section headings are for convenience only and are not a part



VoiceFoundry

CONTRACT ID: ASARC-20300-PSA-0002621

hereof.

11.13 **Order of Precedence.** In the event of a conflict between any term of this Agreement, a SOW or a PCF, the following order of precedence shall apply: (i) Agreement; (ii) SOW, and (iii) PCF.

11.14 **County Purchase Orders.** The terms and conditions of any purchase order, acknowledgment or other similar form issued by County is intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement even if signed by either or both parties.

11.15 **Amendment.** This Agreement, including any SOWs and Attachments, may not be modified or amended except in writing signed by a duly authorized representative of the Party to be charged.

11.16 **Non-Waiver.** Neither party shall be deemed to have waived any provision hereof, or any right hereunder, unless such waiver is in a writing executed by a duly authorized representative of such party. No waiver by either party of any provision hereof or right hereunder shall constitute a subsequent waiver of such provision or such right, or a waiver of any other provision or right.

11.17 **No Third Party Beneficiaries.** Neither this Agreement nor the provision of the Services shall be construed to create any duty or obligation on the part of Contractor to any third parties. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Contractor, its affiliates, officers, employees, agents, and contractors.

11.18 **Assignment.** This Agreement may not be assigned by either party without the prior approval of the other, except that no such approval shall be required for assignment in the event of a transfer in a (i) transaction involving a change in control of a party hereto or (ii) sale or other disposition of all or substantially all of the assets of the business or operations of a party hereto directly related to this Agreement. Contractor may also assign this Agreement to an affiliated company without County's prior written approval. This Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and permitted assigns. Notwithstanding, TTEC may delegate or subcontract the performance of all or any portion of the Services, without prior written consent from the County to either TTEC subsidiaries or affiliates or to TTEC's standard subcontractors; provided however that TTEC will not, as a result of any subcontracting arrangement, be relieved of any of its obligations under this Agreement and shall continue to be responsible for any subcontractor acts or omissions. Contractor may provide the Services through any of its "Related Entities", each of which shall be referred to as "Contractor" for purposes of the Services that it provides under this Agreement. "Related Entity" as used in this Agreement, shall mean any corporation, partnership, LLC or other entity which Contractor or Contractor's holding company controls or which controls Contractor. For purposes of this paragraph, "control" shall mean an ownership interest in excess of 50%.

11.19 **Required Filings** Either Party may make disclosures or filings required to comply with applicable laws, including filings with regulatory agencies, such as the United States Securities and Exchange Commission, or disclosures or filings required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ); and either Party may include the other Party's name and a mutually agreed factual description of the work performed under this Agreement in employee communications, in its list of references, in the experience segment of proposals to third parties, in internal business planning documents, in its or its Affiliates' annual report to stockholders, and whenever required by reason of legal, accounting, or regulatory requirements.

11.20 **Sales of Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services.** The parties agree that the terms and conditions for the sale of hardware, software, software subscription services and/or pass-through

maintenance services shall be noted in Exhibit A to this Agreement and said Exhibit A is fully incorporated into this Agreement.

11.21 **Insurance.** Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

11.21.1 **Workers' Compensation.** If the Contractor has employees with permanent residence in the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) for those employees as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

11.21.2 **Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

11.21.3 **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

11.21.4 **Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, and products and completed operations liability, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

11.21.5 **Cyber Liability.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Contractor shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

11.21.6 If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in



VoiceFoundry

CONTRACT ID: ASARC-20180-PSA-0002621

excess of the specified minimum limits of insurance and coverage shall be available to County.

11.22 Delay. Contractor shall not be liable for any delay or failure in performance due to or arising in connection with: (i) any instructions of County or any information provided by County or its agents to Contractor, (ii) any act or omission of County or any third party supplier of County, (iii) any breach by County of any of its obligations hereunder, or (iv) the inaccuracy or non-occurrence of any assumption stated in any SOW. County shall be responsible for the amount of any increased costs incurred by the Contractor as a result thereof and any impacted deadlines / milestones will be automatically extended by an amount of time reasonably required to compensate for such delay. Contractor will provide County with reasonable prior written notice of any such delay or failure and will provide documentation of costs incurred.

11.23 Compliance with Laws and Regulations. Each of the Parties will perform its obligations under this Agreement and any applicable SOW in compliance with all applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder. County shall provide Contractor with all necessary legal and regulatory compliance guidelines, if applicable, to be used by Contractor in the performance of the Services, including, but not limited to, any updates or other developments affecting such compliance guidelines. The Parties shall effectuate processes to administer and validate such compliance, if applicable. Subject to the terms and conditions of the applicable SOW, Contractor shall take reasonable steps to perform the Services in a manner that enables County to remain in compliance with applicable laws and regulations.

11.24 Survival. Each party's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement (including, without limitation, any obligation to indemnify the other party hereunder and the provisions relating to payment, limitations of liability, confidentiality, intellectual property, taxes, audit, dispute resolution, choice of law, venue and waiver of jury trial) shall survive termination or expiration of this Agreement.

COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: MAR 23 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

11.25 Public Agencies. With Contractor's approval, this Agreement may be extended for use by other municipalities and government agencies of the State of California. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount/s provided to County will not necessarily apply to other customers. County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

11.26 Counterparts and Authority. This Agreement may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document. This Agreement may be executed by facsimile or electronic (whether digital or encrypted) signature. Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it, and that it has the power and authority to enter into it. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Synthia M. Gunzel
Chief Deputy County Counsel

TTEC DIGITAL, LLC DBA VOICE FOUNDRY

By: Steve Pollema
Name: Steven Pollema
Title: COO

Dated: Mar 10, 2021
(to be filled in by the last signatory)

**EXHIBIT A**

Sales of Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services.

1. County desires that, from time to time, Contractor order hardware, software, software subscription services, pass-through cloud services and/or pass-through maintenance services (the "Products") from various third party manufacturers (including, but not limited to, various Products from Cisco Systems, Inc., Calabrio, Inc., Verint Americas Inc., inContact, Inc.; NICE Ltd.; and Nuance Communications, Inc.) (the "Manufacturer") on its behalf. Accordingly, the parties agree that the following terms and conditions shall solely apply for the sale of Products:

2. **Bill of Materials and Orders.** Upon County's request, Contractor may provide County with a Bill of Materials ("BOM") noting Product quantities and pricing which is valid for 30 days from issuance. This BOM is not an offer. If the BOM is acceptable to County, County may issue an order (such as the issuance of a purchase order) to Contractor ("Order"), referencing the BOM and this Agreement, which Contractor may accept or reject in its sole discretion. Once issued by County, any Order will be non-cancelable without the prior written consent of Contractor. The terms and conditions of any Order, acknowledgment or other similar form issued by County is intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement even if signed by either or both parties. An omission of reference to this Agreement in the Order will not affect the application of this Agreement to such Order.

3. **Products.** County acknowledges and agrees: (i) they have received, accepted and agreed to be bound by the Manufacturer's End User License Agreement (the "EULA"), and (ii) they have received, accepted and agreed to be bound by the Manufacturer's applicable terms and conditions for the software subscription services, hardware and/or pass-through maintenance services purchased by County (the "Manufacturer Terms"), and (iii) that Contractor is not a party and is not a third party beneficiary of the EULA or the Manufacturer Terms. County further agrees that: (i) for Manufacturer shipped Products, to Manufacturer's then-current Product shipment policies (including such Manufacturer's policies covering any risk of loss and transfer of title); and (ii) for Contractor shipped products shipping cost, transfer of title and risk of loss shall be FOB Origin. If, after three (3) attempts to deliver and/or install the Products at the location specified by County, County is unable or unwilling to accept delivery and/or installation, Contractor may, at its option, cancel the applicable order and invoice County (and County shall pay for): (i) the full purchase price for the ordered Products; (ii) any applicable configuration/installation fees; and (iii) any applicable cancellation charges. Upon payment in full of such full purchase price, Contractor shall deliver any purchased Products to County in the form and condition in which such Products exist at the time of cancellation.

4. **PRODUCT WARRANTIES.** COUNTY ACKNOWLEDGES THAT CONTRACTOR IS NOT THE MANUFACTURER OF ANY OF THE PRODUCTS AND ANY PRODUCT WARRANTIES ARE PROVIDED SOLELY BY THE MANUFACTURER, AND CONTRACTOR MAKES NO WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, TITLE, INFRINGEMENT, THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. CONTRACTOR SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS COUNTY FROM OR AGAINST ANY DAMAGES OR COSTS INCURRED BY COUNTY ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS. FURTHERMORE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXPANDING OR ADDING TO ANY WARRANTY IN ANY MANUFACTURER LICENSE AGREEMENT.

5. **Manufacturer Confidential Information.** County hereby acknowledges that

County may access or receive information hereunder relating to the Products and to Manufacturer which is of a confidential and proprietary nature ("Manufacturer Confidential Information"). Such Manufacturer Confidential Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, Manufacturer software source documents, data, financial information, and sales and marketing plans. Although copyrighted, the Products (including any updates) are unpublished and contain proprietary information of Manufacturer and its suppliers, and therefore shall be deemed to be Manufacturer Confidential Information notwithstanding any failure to mark it so. County shall at all times: (i) keep in trust and confidence all such Manufacturer Confidential Information, (ii) protect the confidentiality of such Manufacturer Confidential Information with the same degree of care which it uses to protect its own confidential information; provided, however, that it shall use at least reasonable care, and (iii) not use such Manufacturer Confidential Information in any way for its own account or the account of any third party other than as authorized under this Agreement. County shall also not disclose any such Manufacturer Confidential Information without Contractor's and Manufacturer's written consent. County further agrees to immediately return to Contractor all Manufacturer Confidential Information (including copies thereof) in County's possession, custody, or control upon termination of this Agreement at any time and for any reason. County will indemnify Contractor and Manufacturer for unauthorized disclosures of Manufacturer Confidential Information by County, its agents and representatives.

6. **Trademarks.** County acknowledges that any symbols, trademarks, trade names, and service marks ("Trademarks") adopted by a Manufacturer to identify the Products, belong to Manufacturer, respectively, and that County shall have no rights in such Trademarks, except as approved by Manufacturer, as the case may be, in writing.

7. **Export / Use / Resale.** Unless otherwise agreed to in writing, Contractor will not deliver Products outside of the United States of America. County also specifically acknowledges and agrees that Contractor shall have no responsibility whatsoever with respect to customs and export and import requirements of any country into which any Products will be imported following delivery of such Products by Contractor to County. County also certifies that the Products provided hereunder are for commercial use and are not primarily for personal, family or household use. County certifies that the Products acquired hereunder are intended for County's use in the ordinary course of County's business and not for the purpose of resale. County agrees that County may not re-sell or assign any Products without the prior written consent of Contractor. Any such transfer or assignment shall require such transferee to execute a written instrument in form and substance acceptable to Contractor whereby such transferee agrees to abide by the terms and conditions of this Agreement and the terms and conditions of the aforementioned end user license agreement, if applicable.









0000018747 - County of Riverside, A Political SubDivision of The State of California - CxaaS Services Agreement - MSA.pdf

Final Audit Report

2021-03-10

Created:	2021-03-10
By:	Legal Signatures (legal.signatures@ttec.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqU5YOhlto7XdvqFvEuccVp9nCpb9-W11

"0000018747 - County of Riverside, A Political SubDivision of The State of California - CxaaS Services Agreement - MSA.pdf" History

-  Document created by Legal Signatures (legal.signatures@ttec.com)
2021-03-10 - 4:43:22 PM GMT - IP address: 64.79.142.1
-  Document emailed to Synthia M. Gunzel (smgunzel@rivco.org) for signature
2021-03-10 - 4:45:17 PM GMT
-  Email viewed by Synthia M. Gunzel (smgunzel@rivco.org)
2021-03-10 - 6:49:37 PM GMT - IP address: 158.61.6.79
-  Document e-signed by Synthia M. Gunzel (smgunzel@rivco.org)
Signature Date: 2021-03-10 - 6:52:37 PM GMT - Time Source: server- IP address: 158.61.6.79
-  Document emailed to Steve Pollema (steven.pollema@ttec.com) for signature
2021-03-10 - 6:52:39 PM GMT
-  Email viewed by Steve Pollema (steven.pollema@ttec.com)
2021-03-10 - 8:00:48 PM GMT - IP address: 99.51.190.65
-  Document e-signed by Steve Pollema (steven.pollema@ttec.com)
Signature Date: 2021-03-10 - 8:01:03 PM GMT - Time Source: server- IP address: 99.51.190.65
-  Agreement completed.
2021-03-10 - 8:01:03 PM GMT

Attachment I

Statement of Work

prepared for



This Statement of Work ("SOW") is entered into between County of Riverside, Assessor – County Clerk – Recorder ("Customer" or "ACR") and TTEC Digital, LLC dba VoiceFoundry ("VoiceFoundry" or "Contractor") and shall be effective as of March 9, 2021. This Statement of Work ("SOW") and the Services and Deliverables hereunder shall be governed by the terms and conditions set forth in the Master Services Agreement (the "Agreement") between ACR and contractor. If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Capitalized terms used in this SOW have the meaning attributed to them in the Agreement.

Contracting Entity ("County" or "ACR")	County of Riverside, Assessor-County Clerk-Recorder
Provider Contracting Entity ("Contractor")	TTEC Digital, LLC dba VoiceFoundry
Document Number	Riverside County SOW
Version	1.5
Project Name	Amazon Connect Implementation

The parties agree as follows:

Summary & Description of Services

ACR is looking to undertake a project to evaluate Amazon's cloud-based contact center solution – Amazon Connect. ACR's intent is to:

- Deploy Amazon Connect instance to support 36 ACR agents
- Provide design and deploy IVR self-service applications
- Develop a simple customer database record to display caller information on incoming call
- Build out dashboards for Agents and Supervisors

Description of Services – Phase 1 Breakdown

Contractor will provide the following services

Description
<p>Security Design Review</p> <ul style="list-style-type: none"> ▪ Conduct design review session to discuss ACR’s security requirements and best practices as it relates to user level access and Amazon Connect deployment. ▪ Provide assistance to ACR to implement security plans as a result of the requirements gathering session. ▪ Topics should at least include: <ul style="list-style-type: none"> • Access Control • Authentication and Authorization • SSO • Audit Logging
<p>Contact Center Setup and Configuration</p> <ul style="list-style-type: none"> ▪ Conduct detailed design review session to define contact center setup and configuration requirements. ▪ Create of new Amazon Connect instance including all required baseline AWS accounts and services. ▪ Contractor to provide professional services to support user authentication via Azure AD. ▪ Contractor to provide consultative services to support agent connectivity. ▪ Setup inbound configuration to route calls according to the customer Contact Flow requirements. ▪ Create and configure Hours of Operation. ▪ Create and configure Amazon Connect Routing Profiles and Call Queues to support Customer skills-based routing and language requirements. <ul style="list-style-type: none"> • Configuration of required Routing Profiles and Queues. Expected Queues are as follows: <ul style="list-style-type: none"> – Spanish Write – Spanish Read – Assessment – Valuation – Title – Recording – Certified – Homeowner Exemptions – Disable Veteran – Mapping – Clerk – Business Personal Property • Assign agents to Routing Profiles based upon skillsets. Expected Routing Profiles are as follows: <ul style="list-style-type: none"> – Spanish Write – Spanish Read – Assessment – Valuation – Title – Recording – Certified – Homeowner Exemptions – Disable Veteran – Mapping – Clerk – Business Personal Property

Description
<ul style="list-style-type: none"> • Assign hours of operation to queues. ▪ Create and configure: <ul style="list-style-type: none"> • Security profiles for agents, supervisors, managers, and administrators. • Quick Connects to support transferring calls. • Agent status indicators to track Agent states. • Agent hierarchy to reflect Customer management structure for report filters. ▪ Create and configure customer wav files and text messages to support: <ul style="list-style-type: none"> • Customer Hold Music (wav file) • Whisper Messages • Prompt
<p>Amazon Connect DTMF IVR/Contact Flows</p> <ul style="list-style-type: none"> ▪ Conduct a detailed design review session to define Amazon Connect Contact Flow requirements. ▪ Provide professional services to develop the required Amazon Connect DTMF IVR call flows based upon the customer provided inbound and outbound provided call flows and/or requirements. <ul style="list-style-type: none"> • Create inbound Amazon Connect Contact Flows to greet callers and route to the correct agent group based upon the number dialed, language selected, and menu tree selection. • Self-Service options out of scope for Phase 1. • English and Spanish languages are in scope, utilizing Text-To-Speech (TTS). • Create outbound Amazon Contact Flows to support outbound agent calls. • Incorporate queued callback into the queue flows.
<p>Recording and Reporting</p> <ul style="list-style-type: none"> ▪ Configure and setup call recording for all agents within Amazon Connect solution. <ul style="list-style-type: none"> • Configure system for 100% recording of inbound and outbound calls • Ensure all announcements are configured to inform customers “all calls will be recorded”. • Ensure all recordings will be encrypted at rest. • Call Recordings should be saved for 90 days, and then an additional 3 years in cold storage. ▪ ACR will utilize the out of the box dashboards that Amazon Connect provides as part of Phase 1, without any customization.
<p>Migrating to Multiple Environments</p> <ul style="list-style-type: none"> ▪ Provide support services during the migration of Customer’s Amazon Connect applications and related AWS Services to the following environments: <ul style="list-style-type: none"> • Dev/Test • Training/UAT • Production
<p>User Acceptance Testing, Migration, and Go-live Support</p> <ul style="list-style-type: none"> ▪ Testing – contractor shall provide full support of Customer Application, Integration, and Customer Application testing. ▪ Go-live – contractor shall provide full go-live support during start-up and migration.
<p>Training/Knowledge Transfer Sessions</p> <ul style="list-style-type: none"> ▪ Contractor shall provide remote training and knowledge transfer sessions for ACR and its representative that detail Amazon Connect enhancements and new functionality to enable ACR’s representatives to successfully use the Amazon Connect solution and integrations.

Description
<ul style="list-style-type: none">▪ This shall include, at minimum:<ul style="list-style-type: none">• A single remote Amazon Connect representative and supervisor train-the-trainer sessions with up to five participants• A single remote administrator and knowledge transfer session with approximately five participants covering advance configuration and custom applications▪ Topics shall include, at minimum:<ul style="list-style-type: none">• Agent Training• Supervisor Training• Admin Training• Quick Reference guides where appropriate
<p>Contractor Project Management</p> <ul style="list-style-type: none">▪ Primary point of contact for all contractor stakeholders related to this project and facilitator for development team.▪ Coordinates internal contractor resources and manages projects based on time, scope, and budget.▪ Provides change orders to project scope along with schedule and costs.▪ Act as the single point of contact for all project related tasks (discovery, planning, testing, etc.).

Description
<ul style="list-style-type: none"> ▪ Configure holiday and emergency schedules. ▪ Configure situational messaging. ▪ Deploy and configure Lambda functions to support the ability to check for holiday and emergency hours and situational messaging from within an Amazon Connect Contact flow. <ul style="list-style-type: none"> • Incorporate Lambda functions within the contact flows to support holiday and emergency hours and situational messaging. • Support default error handling
<p>Reporting</p> <ul style="list-style-type: none"> ▪ Deploy ElasticSearch/Kibana stack for customized reporting. VoiceFoundry has a standard set of visualizations in to the Contact Center, but some additional customization is expected to ensure all needed metrics are displayed in a single view ▪ Assist ACR in the creation of a near-real time wallboard that contain the following metrics by agent/queue as relevant: <ul style="list-style-type: none"> • Current calls in queue • Average wait time • Average talk time • Abandoned percentage • Calls answered • Total calls received • Calls handled for the day • Sum of agents on an active call • Sum of agents available for calls • Sum of agents logged in but unavailable for calls • Average speed of answer • Agent hold times • Contact transfers • Agent queue occupancy • Queue wait times • Chat: Handle Count, Abandon Count • SMS: Handle Count, Abandon Count • Sum of Queued Callbacks
<p>Agent Desktop – CCP Wrapper</p> <p>Agents must see additional contact center information relevant to themselves and their current caller, including:</p> <ul style="list-style-type: none"> ▪ Internal directory (with click to call) ▪ Call history for that day, can be stored in browser ▪ Active queue list – the current queues the agent is servicing ▪ Call detail display, information discovered via data dip in the IVR, if available <ul style="list-style-type: none"> • Queue • Caller name • Date/time of last interaction • Last interaction description • Email • PIN • Unique identification number ▪ Freeform note field for each call ▪ Send SMS to customer or another phone number, with list (template) of standard messages to choose from including: <ul style="list-style-type: none"> • Prop 60, Prop 6090

Description
<p>Screen Recording</p> <ul style="list-style-type: none"> ▪ Provide Screen Recording Windows application to ACR, who will distribute it to their agent’s workstations. ▪ Deploy screen recording infrastructure to ensure 100% of calls are being recorded. ▪ Recordings will be stored for 90 days at standard access and moved to cold storage after that for an additional period of 3 years. ▪ Deploy web application UI to search and view screen recordings for all agents. Search criteria includes: <ul style="list-style-type: none"> • Contact ID • Agent username • Queue • Routing Profile • Date ▪ Integrate Azure AD for sign on to view screen recordings.
<p>Migrating to Multiple Environments</p> <ul style="list-style-type: none"> ▪ Provide support services during the migration of Customer’s Amazon Connect applications and related AWS Services to the following environments: <ul style="list-style-type: none"> • Dev/Test • Training/UAT • Backup • Production
<p>User Acceptance Testing, Migration, and Go-live Support</p> <ul style="list-style-type: none"> ▪ Testing – contractor to provide support of Customer Application, Integration, and Customer Application testing. This is in addition to the standard Unit Testing that occurs for any code development. ▪ Migration and Go-Live Support – contractor to provide support for contact center migration. ▪ Go-live – contractor to provide full go-live support during start-up and migration.
<p>Training/Knowledge Transfer Sessions</p> <ul style="list-style-type: none"> ▪ CONTRACTOR shall provide remote training and knowledge transfer sessions for ACR and its representative that detail Amazon Connect enhancements and new functionality to enable ACR’s representatives to successfully use the Amazon Connect solution and integrations. ▪ This shall include, at minimum: <ul style="list-style-type: none"> • A single remote Amazon Connect representative and supervisor train-the-trainer sessions with up to five participants; and • A single remote administrator and knowledge transfer session with approximately five participants covering advance configuration and custom applications ▪ Training topics to include: <ul style="list-style-type: none"> • Agent and Supervisor Training <ul style="list-style-type: none"> – Functions and Features – Call back – Transfer – Contact/Call Flows – Queues/Routing Profiles – Hierarchy/Quick Connects – Omni Channel (Chat, text) – Agent User Interface

Description
<ul style="list-style-type: none">- Reporting- Skills Based Routing- Call Recording- SuiteCRM training restricted to:<ul style="list-style-type: none">o Adding new customer to platformo Editing existing customer account informationo Making notes on a customer account• Administration and Support Training<ul style="list-style-type: none">- System Configurations- User Configurations- Reporting Configurations- Security Profiles- Contact Flows- Queues/Routing Profiles- Hierarchy/Quick Connects- Custom Integration- Call Recording- Trouble shooting• Application and Technical Training<ul style="list-style-type: none">- Cloud Services and Infrastructure- Security Configurations- System Integrations- Contact Flows- Voice Recognition/Response
Contractor Project Management <ul style="list-style-type: none">▪ Primary point of contact for all CONTRACTOR stakeholders related to this project and facilitator for development team.▪ Coordinates internal CONTRACTOR resources and manages projects based on time, scope, and budget.▪ Provides change orders to project scope along with schedule and costs.▪ Act as the single point of contact for all project related tasks (discovery, planning, testing, etc.).

Resporg/Porting Plan

A detailed resp-org plan coordinated with AWS Telco team will be finalized during project kick off. The high-level considerations and process are described below. It's estimated that this process will take 8-12 weeks to successfully complete.

- ACE to provide details of existing contracts by carrier and complete inventory list of numbers to be resp-org. Current numbers expected are:
 - o Call Center: 951-955-6200
 - o DVT: 951-955-7006
 - o HOX: 951-955-7007
 - o Escape: 951-955-6247
 - o Title: 951-955-0400
 - o Assessor: 800 696-9144
 - o County Clerk-Recorder: 951-486-7000

- ACR will be responsible for next best action on all numbers not identified to be ported or not in use.
- AWS Telco group to provide a confidence level of working with that telco provider to come back with how many numbers can we port at once
- Identify how many carriers and resellers are under contract that will require execution of LOA's
- AWS to provide (up to 24 hours in advance) up to 1000 numbers to get Amazon Connect flows updated so when Telco's start porting numbers, we won't get a fast-busy signal.
- **Note:** We may also want to look at call forwarding as an option but won't know that until we get your details and AWS involved. This is an option for telco's who AWS believes are "hard to work with" and require a smaller set of numbers because there frankly not very organized.

AWS Porting Instructions (Best Practices)

When you port your current phone number into Amazon Connect, we provide any possible assistance. However, many of the steps are performed by telecommunications carriers. We collect the information necessary to verify that you are authorized to port the numbers that you request. We pass that information on to your existing carrier, and coordinate with the new carrier to get your number ported. Each carrier has their own process and requirements for number porting. Your number cannot be ported until your current carrier verifies that you own and are authorized to port the numbers requested. Your current carrier must approve the request to port your number before the new carrier can provision the number. After that is complete, the Amazon Connect team can start configuring your Amazon Connect instance to use the ported numbers. The steps in the porting process are as follows:

1. Submit a support ticket to port your number.
2. Confirm number portability. The Amazon Connect team confirms whether the numbers that you request can be ported from your current carrier. We then contact you with next steps, or notify you that the requested numbers cannot be ported.
3. Complete the Letter of Authorization/Agency (LOA). When you complete the LOA form, the information you provide must match the information on file with your current carrier. If the information does not match, it may delay the porting of your number. The LOA form authorizes your current carrier to release your number and allow it to be ported. If your number can be ported, we provide you with an LOA form appropriate for the type of number to port. There are different forms for local, Direct Inward Dial (DID), and toll-free numbers. If you are porting multiple numbers from different carriers, fill out a separate form for each carrier.

On the LOA form, include the following:

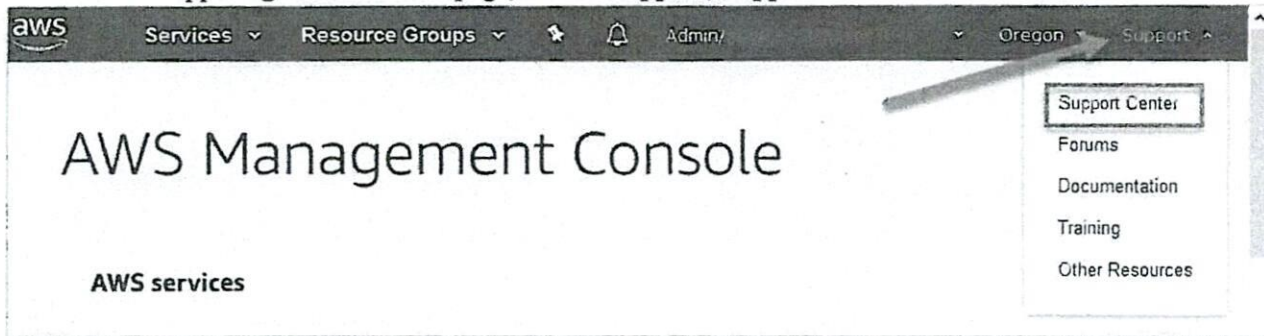
- The numbers to port
- Information about your current carrier, such as a phone bill
- Contact information for the person authorized to make changes to your phone service 4.

To get the port started, the Amazon Connect team submits the LOA to the carrier for Amazon Connect on your behalf. The new carrier works with your current carrier to move your current number over to their service. This step typically takes 3–5 business days. If your current carrier is able to validate and approve your request, they provide a date for the number to be ported to Amazon Connect. If your current carrier rejects the request to port your number due to the LOA not having correct or complete information, the Amazon Connect team contacts you and requests a new LOA to submit to the carrier. When we receive a date from your current carrier, we start adding the numbers to your Amazon Connect instance about a day before the scheduled date.

To port your current phone number to Amazon Connect

1. Log in to the [AWS Management Console](https://console.aws.amazon.com/console) (<https://console.aws.amazon.com/console>) using your AWS account.

- In the upper right corner of the page, choose **Support, Support Center**.



- On the **AWS Support Center** page, choose **Create case**.
- Choose **Technical Support**.
- Under **Case classification**, do the following:
 - Choose service as **Connect (Contact center)**.
 - Choose category as **Phone Number Porting**.
 - Choose the required severity.
 - For **Contact Center Instance ARN**, enter the instance ARN (also called the instance ID). For instructions on how to find your instance ARN, see [Find your Amazon Connect instance ID/ARN](#).
 - Enter the subject.
 - Under **Case description**, **Use case description**, include as much information as possible about your request, including phone number(s) to be ported, your current carrier, and the contact information for the person authorized to make changes to your current phone service. If you don't know all of these details, you can leave information out.
- Expand **Contact options**, and then choose your **Preferred contact language** and **Contact methods**.
- Choose **Submit**.

Out of Scope

The below-mentioned items are considered out of scope for this project:

- Agent/Supervisor Messaging Application
- CRM Lite (Customer Management Store)
- Script/Text Template Management Web Application (UI front end)
- Standard CRM integration
- Supervisor Barge In, Whisper to Agent, or viewing Agent's desktop screen in real time
- Automated Outbound Dialing
- Workforce Management Integration
- Virtual Desktop Integration (VDI) Support
- PCI or Secure IVR Requirements
- Call Quality Analytics
- Complete Network Assessment
- Web Scheduled Callback
- UX/UI Consultation Services

[The remainder of this page is intentionally left blank]

Acceptance

This Statement of Work ("SOW") is entered into between County of Riverside, Assessor – County Clerk – Recorder ("Customer" or "ACR") and TTEC Holdings, Inc. and shall not be effective until the latter date of signature by the parties ("Effective Date"). Prior to the Effective Date, scope and pricing shall remain valid for a maximum of thirty (30) days from the Statement of Work creation date and may be subject to change after expiration of that period.

The signatures below represent ACR's approval for contractor to commence work on this project as defined within this SOW and an agreement to pay all fees incurred in the delivery of such work. contractor must receive this signed Statement of Work, along with a Purchase Order, before any work on the project can be scheduled. Any changes to this SOW are subject to Change Control and must be mutually agreed upon in writing by the parties using contractor's standard Change Request Process. The contractor Project Manager will be responsible for logging and tracking the progress of all Change Requests. Change Requests will be performed by contractor on a time and materials basis at the published rates unless otherwise mutually agreed.

The signatures below represents ACR's approval for contractor to commence work on this project as defined within this SOW and an agreement to pay all fees incurred in the delivery of such work. This SOW is governed by the terms of the Master Service Agreement between ACR and contractor dated _____.

The signature below represents ACR's agreement to payment terms contained in the document Riverside County Attachment III Payment Provisions.

SOW number: Riverside County SOW

County of Riverside a political subdivision of the State of California

TTEC Digital, LLC d/b/a VoiceFoundry

Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Steve Pollema
Steve Pollema (Mar 10, 2021 14:00 CST)
Name Steven Pollema
Title COO

MAR 23 2021
Date

Mar 10, 2021
Date

ATTEST:

Kecia Harper
Clerk of the Board

By: *[Signature]*
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: *Synthia M. Gunzel*
Synthia M. Gunzel
Chief Deputy County Counsel

Appendix A – Change Order Form

This change request is for existing project #

Account Name:	ACR	Client Contact:	
<i>Tracking Information</i>			
Requested By: (PM)			
Date of Request:		Account Executive:	

Description of Change			
(Example) The following change is incorporated into existing Statement of Work #			
Additional Cost:		Additional Effort (Hours):	
Signature (PM):			
Authorized Signature:			
Client Completion			
By signing the box below, I am indicating full acceptance of the proposed solution. I accept that this Request represents additional cost and may cause revisions to the current Project Schedule. ACR agrees to increase PO# _____ by the amount needed to cover this Change Request.			
Client Name:		Signature:	
Position:		Date:	
Phone Number:		Email:	



Appendix C – Change Control Process



PRESENTED TO	County of Riverside, Assessor – County Clerk – Recorder
PRESENTED BY	Bryan Carmichael
REGION	USA
VERSION	1.0
MSP NUMBER	County of Riverside, Assessor – County Clerk – Recorder MSP

Change Log

DATE	VERSION	AUTHOR	CHANGE DESCRIPTION
07/28/2020	1.0	Bryan Carmichael	Initial Version



This Managed Services Program ("MSP" or "Program") is entered into between The County of Riverside, a political subdivision of the State of California ("ACR") and TTEC Digital, LLC dba VoiceFoundry ("VoiceFoundry" or "Contractor") and shall be effective as of date executed below. This MSP and Services and Deliverables hereunder shall be governed by the terms and conditions set forth in the Master Services Agreement (the "Agreement") between ACR and TTEC Digital, LLC dba VoiceFoundry. If there is a conflict between the MSP and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this MSP. Capitalized terms used in this MSP have the meaning attributed to them in the Agreement.

Project Summary

This Managed Services Program outlines the Program enabling contractor to provide ACR with ongoing consulting, development, troubleshooting, and administrative support for their Connect solution sold by contractor, and related custom applications created by contractor.

Program Overview

The Program wraps a professional and cost-effective management process around the ACR's Amazon Connect environment. Specific benefits could include:

- A dedicated Account Manager
- Expert, Planned System Maintenance and Administration
- 24/7 System and Application Support
- A Flexible Staff Extension – Bundled Professional Service Hours
- Scheduled Monthly Meetings to Review and Coordinate Activities
- Continuous Access to a Team of Experts (Contact Center, IVR, CTI)
- Forward Planning Participation
- A Robust, Web-Based Program Portal and Management Process
- Adaptability to Changing Business & Technical Needs.

MSP Overview

The following highlight the program Tiers of the Managed Services Offering.

Maintenance & Support Tier

The **Maintenance & Support Tier** wraps a professional and cost-effective management process around COUNTY's solution environment. Specific benefits include:

- 24x7 Service Desk
- Tier 3 (specialized)
- Service Requests/Bundles
- Projects/Training

Operational Support Tier

The **Operational Support Tier** wraps a professional and cost-effective management process around COUNTY's solution environment. Specific benefits include:

- 24x7 Service Desk
- Tier 2 (in depth)
- Tier 3 (specialized)
- Proactive Monitoring
- Vendor Management
- Service Requests/Bundles
- Projects/Training
- Shared account management

Premier Managed Service Tier

The **Premier Managed Services Tier** wraps a professional and cost-effective management process ACR's solution environment. Specific benefits include:

- 24x7 Service Desk
- Tier 1 (basic)
- Tier 2 (in-depth)
- Tier 3 (specialized)
- Proactive Monitoring
- Incident Management
- Change Management
- Problem Management
- Process Improvement
- Service Requests/Bundles
- Projects/Training
- Peak staffing (priority)
- A Named Technical Account Manager ("TAM")

Program Components

The following sections describe the primary components of the Program.

1. Systems Covered

The following system features are included as part of this Program.

- a. Single agency deployment of Amazon Connect.
- b. Amazon Connect Contact Center setup and configuration of Users, Routing Profiles, and Queues.
- c. Custom developed solutions including Lambda's, Redshift, Dynamo DB, etc.

2. Technical Account Manager

The TAM will act as ACR's primary liaison for the term of this program. ACR's TAM is a Senior Resource who is well versed in contact center technologies and becomes an extension of your Business and

Technology teams.

- The TAM will be the primary point of contact for ACR under this agreement and will be responsible for managing/facilitating the Managed Services program and resources.
- The TAM will be responsible for managing and documenting Application Changes and Improvements, and for working with ACR to prioritize and schedule those changes.
- The TAM will provide formal release management to include establishment of release schedule, 'mini' project management and formal implementation planning review.
- The TAM will schedule and facilitate change control meeting attendance and/or facilitation (by TAM). An appropriate VoiceFoundry team member will be made available to attend via phone ACR change control meetings on a monthly basis.
- Contractor shall maintain a centralized, document management repository for all ACR documentation (environment and application documentation, historic release information, status reports, etc.) on the Program Portal.
- ACR's Technical Account Manager will establish a recurring monthly meeting to review administration and support activities, as well as plan the utilization of your monthly service hours. Each month, the TAM will supply ACR with a Report Card detailing significant issues, their resolutions, uptime percentage, and other general indicators of how well ACR systems have been running.

3. Proactive Monitoring

Contractor will implement a process to send system and existing "pre-coded" application alerts directly to contractor Helpdesk staff. On notification, contractor staff will proactively begin diagnosing the problem and working toward a resolution. ACR staff will also be notified by these alerts; however, contractor may address system issues with or without ACR involvement. When necessary, contractor will escalate support requests to ACR staff.

The following will be monitored:

- Connect concurrent calls
- Connect throttled calls
- Lambda errors
- Lambda execution duration
- Connect missed calls
- Connect To instance packet loss

4. Flexible Staff Extension

This is a flexible program component designed to accommodate changing business needs without having to issue a Purchase Order or separate Statement of Work for every change. Typical uses for these hours include application changes, voice recordings, ad hoc reports, and miscellaneous consulting; however, any VoiceFoundry-offered service is eligible under this program.

- Each month ACR's service account will be credited with hours based on the MSP terms referenced on Riverside County Attachment 3 – Payment Provisions. Additional hours over and above the included/bundled hours will be charged at \$300 per hour.
- Unused hours will not be refunded; however, hours can be used in a flexible, 3-month utilization window allowing ACR to apply "unused" hours from the previous month or borrow hours out of the subsequent month to deliver application and system changes.
- Contractor will introduce a proven change control process for managing changes requested under this program. This process is fully automated via contractor's Program Portal and can be self-contained or integrated into your existing change control process.

Support Hours vs Flexible Staff Extension Hours:

1. Managed Service/Support. This is the agreed ongoing service and support program and includes initial problem triage, troubleshooting, trouble ticketing with AWS, and regular account reviews/reporting, etc.
2. Flexible Staff Extension. These are the "included" hours and can be used for any changes to the current platform, enhancements to the platform, or for problem resolution, etc.

5. Forward Planning

At ACR's request, contractor shall make expert resources available to participate in ACR's forward planning

or strategic steering committee meetings. contractor can add significant value to ACR'S planning process by relaying best practices and current technology trends employed by other contractor customers or ACR.

6. Web Portal

The Program is Support with contractor's enhanced Program Portal. Features of this website include.

- Hot Line Support – ACR will contact contractor for all incidents affecting the production status of ACR systems. contractor will respond to calls for service within the timeframes outlined in the SLA.
- Trouble Ticket Management – Contractor's online support gives ACR the ability to open trouble tickets over the Internet and then track the ticket through resolution. ACR trouble tickets are also archived on the Client Services website, giving both parties an understanding of how well contractor is maintaining ACR system.
- Application Enhancement Management – This includes the ability to request, schedule and manage enhancement requests over the Internet.
- Documentation Hosting – All documents related to ACR's environment (including up-to-date call flows) will be hosted via contractor's website.
- Project Management Tools – These tools include issue-management and web-based access to project management documents.

Service Level Agreement

For Support issues reported by ACR, once received a qualified resource will begin the process of verifying the issue and determining the level of severity. Once determined a notice will be sent giving initial assessment of the issue and identify the level of severity.

Severity	Response Times	Description
General Guidance	< 24 hours response	ACR has a general development question or wants to request a feature.
System Impaired	< 12 hours response	Non-critical functions of ACR application are behaving abnormally, or ACR has a time-sensitive development question.
Production System Impaired	< 4 hours response	Important functions of ACR's application are impaired or degraded.
Production System Down	< 1 hour response	ACR's business is significantly impacted. Important functions of ACR's application are unavailable.

Support Severity Level Examples

- Production System Impaired
 - ACR's experiencing call quality issues
 - Amazon Connect service impaired but calls can still be routed to an agent or ACR can still receive informational messages/prompts
 - ACR's backend endpoint (e.g. data lake / database, etc.) is unavailable
 - Amazon Lex service experiences delays in responses
- Production System Down
 - Calls into Amazon Connect ring busy or ring no answer
 - All Amazon Connect agents unable to login / accept calls
 - Amazon Lex service is unavailable

Voice Foundry Responsibilities

The following sections detail a comprehensive set of available activities. Actual activities may be performed by either party and will be agreed to by ACR and contractor.

The Program will be delivered via three primary processes:

- Operations Support



- Ongoing Consulting and Development
- Relationship Management

1. Operations Support

The following sections detail the Operations Support process. Where applicable contractor shall:

- Setup general alerting
 - Setup contractor notification of critical solution components
- Preventative Maintenance
 - Perform and document solution health checks as needed including, but not limited to:
 - Reviewing/evaluating log files
 - Solution documentation
- Provide Hotline Support
 - Enable 24x7 hotline support for emergency maintenance
 - Enable ticket notification and tracking

2. Ongoing Consulting and Development

The following sections detail the Ongoing Consulting and Development process. As part of this process contractor shall:

- Provide Services under monthly Bundled Hours
 - Provide any services for work on ACR projects, systems, or applications (e.g. consulting, application enhancements, voice recordings, CTI configuration, etc.)
 - Deliver inside three-month revolving utilization window
 - Schedule via Technical Account Manager (no SOW/PO required)
- Provide formal status tracking via Program Portal.
 - Deliver Projects (Peak Demand Staffing)
 - Used for any work that is estimated to exceed monthly consulting budget
 - Provide priority staffing over non-MSP projects
 - Attempt to ensure continuity of staff

3. Relationship Management

The following sections detail the Relationship Management process. As part of this process contractor shall:

- Named Technical Account Manager
 - Senior VoiceFoundry Resource that provides a single point of contact for continuity of service
 - Intimate knowledge of ACR, applications, processes, projects, etc.
 - Typically functions as Project Manager, Business Analyst and/or Technical Analyst/Architect for projects.
 - Formal Monthly Status Reports & Review with ACR.
- Execute Change Management processes
 - Provide formal release management to include establishment of release schedule, 'mini' project management and formal implementation planning review.
 - Management and Tools to support ACR's UAT Cycles
- Provide Documentation Management
 - If desired, maintain centralized, document management repository for all ACR documentation (environment and application documentation, status reports, etc.) on Program Portal for immediate ACR access
- Participate in Forward Planning Sessions
 - Conduct a formal review of consulting hours usage
 - Conduct annual application and system review with to align with ACR's budget cycle
 - Review system architecture for adequate capacity/redundancy
 - Review Hotline calls/First Response pages over the past year; identify areas for improvement

Project Prerequisites / Dependencies / Assumptions

This Statement of Work is based on the following assumptions:

- The prices quoted do not include applicable taxes, travel, shipping, or expenses. Contractor shall be reimbursed for all reasonable travel and expenses and will adhere to the published ACR's travel policies

- if applicable.
- Contractor assumes that ongoing appropriate Amazon access will be provided by ACR to MSP and Support staff.
- Contractor and ACR acknowledge that this MSP accurately reflects the parties' pre-engagement understanding of the project as of the date of its signing. None of the parties are responsible for errors in or omissions to the information supplied by the other party upon which it reasonably relied.

Program Termination

Either party may terminate this agreement by providing written notice of termination at least 60 days prior to the term renewal. If early termination is requested, the contract will remain in effect until the end of the term. The County of Riverside agrees to all fees through the remaining period; VoiceFoundry agrees to provide the contracted services through the remaining period.

Acceptance

This Managed Services Proposal ("MSP") is entered into between County of Riverside, Assessor – County Clerk – Recorder MSP, ("ACR") and VoiceFoundry and shall not be effective until the latter date of signature by the parties ("Effective Date"). Prior to the Effective Date, scope and pricing shall remain valid for a maximum of thirty (30) days from the Statement of Work creation date and may be subject to change after expiration of that period.

The signatures below represent ACR's approval for VoiceFoundry to commence work on this project as defined within this MSP and an agreement to pay all fees incurred in the delivery of such work. VoiceFoundry must receive this signed Statement of Work, along with a Purchase Order, before any work on the project can be scheduled.

The signature below represents ACR's agreement to payment terms contained in the document Riverside County Attachment III Payment Provisions.

MSP Number: County of Riverside, Assessor – County Clerk – Recorder MSP

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

VoiceFoundry

Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Steve Pollema
Steve Pollema (Mar 10, 2021 11:19 AM CST)
Name Steven Pollema
Title COO

MAR 23 2021
Date

Mar 10, 2021
Date

ATTEST:

Kecia Harper

Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: [Signature]
Synthia M. Gunzel
Chief Deputy County Counsel









0000018757 - County of Riverside, A Political SubDivision of The State of California - Attachement II MS Amazon Connect - SOW.pdf

Final Audit Report

2021-03-10

Created:	2021-03-10
By:	Legal Signatures (legal.signatures@ttec.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANBpvcvh172bAFAlfPI0bvs_1MXX_CBPA

"0000018757 - County of Riverside, A Political SubDivision of The State of California - Attachement II MS Amazon Connect - SOW.pdf" History

-  Document created by Legal Signatures (legal.signatures@ttec.com)
2021-03-10 - 4:53:15 PM GMT- IP address: 64.79.142.1
-  Document emailed to Synthia M. Gunzel (smgunzel@rivco.org) for signature
2021-03-10 - 4:54:01 PM GMT
-  Email viewed by Synthia M. Gunzel (smgunzel@rivco.org)
2021-03-10 - 6:56:03 PM GMT- IP address: 158.61.6.79
-  Document e-signed by Synthia M. Gunzel (smgunzel@rivco.org)
Signature Date: 2021-03-10 - 6:56:37 PM GMT - Time Source: server- IP address: 158.61.6.79
-  Document emailed to Steve Pollema (steven.pollema@ttec.com) for signature
2021-03-10 - 6:56:40 PM GMT
-  Email viewed by Steve Pollema (steven.pollema@ttec.com)
2021-03-10 - 7:59:04 PM GMT- IP address: 99.51.190.65
-  Document e-signed by Steve Pollema (steven.pollema@ttec.com)
Signature Date: 2021-03-10 - 7:59:58 PM GMT - Time Source: server- IP address: 99.51.190.65
-  Agreement completed.
2021-03-10 - 7:59:58 PM GMT

Attachment III

Payment Provisions and Project Fees

Contractor shall provide the following resources to ACR to perform the Services and contractor represents and warrants that such Personnel meet or exceed the applicable position descriptions set forth in this SOW.

	Total Fees
Phase 1	\$60,000
Phase 2	\$350,550
Screen Recording Licensing Fees (per agent, per month)	\$10

Payment Terms

Invoices shall be sent based on the following schedule:

- Fixed fee items will be invoiced on a Per Phase basis as follows:
 - Fifty percent (50%) of the fixed fees will be invoiced upon execution of this SOW
 - Twenty-five (25%) of the fixed fees will be invoiced upon delivery of code for User Acceptance Testing
 - All remaining fixed fees will be invoiced upon deployment into the production environment and taking production traffic or if no issues have been reported over two weeks of User Acceptance Testing
 - Screen Recording Licenses will be billed on an annual basis.
- Managed Service fees will be invoiced upon deployment of services into the production environment
- AWS Service fees will be invoiced monthly based on usage consumption in accordance with the following Amazon Connect Pricing Sample Calculator:

Amazon Connect Pricing Sample Calculator						
*** THIS IS NOT A QUOTE - Actual usage pricing may vary ***						
Pricing		Inputs			Monthly Charges	
NA PSTN (From IAD)- Minutes		IVR (time spent in IVR)		Value	Period	Per Month
Toll Free In	\$0.0120	Inbound Toll Free Mins	0	Month		0
DID In	\$0.0022	Inbound DID Mins	160,000	Month		160,000
DID Out	\$0.0048	Number of Inbound Calls	23,000	Month		23,000
PSTN - Numbers		Lambda Invocations per Call				
Toll Free	\$1.86		3			
DID	\$0.093					
Storage - S3		ACD (when talking to agent or in queue)				
GB/Month	\$0.023	Inbound Toll Free Mins	12,000	Month		12,000
Recording MB per Min	2	Inbound DID Mins	12,000	Month		12,000
Lambda		Outbound Mins	6000	Month		6,000
Per Request*	\$0.0000252	% of Mins recorded	100%			
Application - Minutes		PSTN				
Application per minute	\$0.018	QTY Toll-Free Numbers	10			
LEX		QTY DID Numbers	30			
Per Speech Request	\$0.00400	LEX		Period	Per Month	
Per TXT request	\$0.00075	Avg. Voice Utterances Per Call	4			92000
* Lambda cost assumes 3 seconds @ 512MB per invocation without free tier.						
Minute Usage Summary		Amazon Connect Service Charge				
Total IVR Mins	160000	Application	\$5,400.00			
Total ACD Mins	30000	Telephony Charges				
Total Minutes	300000	Toll Free Numbers	\$18.60			
Amazon Connect Service Charge		DID Numbers	\$2.79			
Application		Toll Free In	\$144.00			
		DID In	\$378.40			
		DID Out	\$28.80			
Telephone Charges		Ancillary Service Charges				
		Recording Storage (S3)	\$1.35			
		Lambda Functions	\$1.74			
		Lex Costs	\$368.00			
		Chat	\$240.00			
		Taxes	\$0.00			
Total Monthly		\$6,583.68				

*** Note ***
Actual cost may vary depending on other service integration

Payment terms are governed by the Master Services Agreement (MSA) between contactor and ACR and are incorporated by this reference. Orders will be processed upon receipt of funds. All amounts quoted are in (USD). ACR is responsible for payment of any shipping and all taxes (if applicable). All Travel Expenses (if applicable) are billed at cost with ACR's pre-approval.

Any changes to this SOW are subject to Change Control and must be mutually agreed upon in writing by the parties using contractor's standard Change Request process (see Appendix A). contractor's assigned Project Manager will be responsible for logging and tracking the progress of all Change Requests.

The primary goals of the Milestone Acceptance Process will be the following:

- Ensure completeness, consistency, and accuracy of the deliverables within a specific project phase
- Provide reviewers with a common understanding of acceptance criteria and the scope of the deliverable
- Complete, submit and execute Milestone Acceptance documents for the Milestones included in each Phase of the project
- Receive approval of Milestone

Managed Service Program Pricing:

The pricing below represents support for the environment described within this document. It assumes the agent population is no greater than 36 agents. If the agent population increases, additional fees may apply.

	Fully Managed Services Tier
Program Yearly Cost	\$44,566.00
MSP Hours Included Monthly	13
MSP Hours Included Yearly	156

The Managed Services Program shall renew annually based on the terms and conditions set forth in the Master Service Agreement. All fees are due at the coverage start date and will be invoiced upon approval of the agreement. CONTRACTOR reserves the right to request an increase in pricing after the first year of the contracted term to adjust for inflation. Any pricing changes will be provided for approval by ACR 60 days prior to term renewal.

ACR may use all Add, Moves and changes (156) hours throughout a twelve-month period without the loss hours throughout the length of the agreement. ACR will need to provide contractor with a 21-day advance notice of a project start date to consume the hours provided in the MSP. If at the end of the program contract term, ACR has Added, Moves and Changes hours left over they must be used within 90 days of the contract expiration.