



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing Division

CONTRACT: 9055QA4

SUBJECT: ANSWERING SERVICE

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

DOMINION ANSWERING SERVICE, INC.
P.O. BOX 1652
MANASSAS, VA 20110
Telephone: 703-361-5006
Facsimile: 703-361-8629

This Contract is entered into this 29th day of December, 2008, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for supplies and/or services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

SECTION I	3
SPECIAL PROVISIONS.....	3
I.1 Definitions.....	3
I.2 Incorporation of Documents	3
I.3 Contract Period	3
I.4 Provision of Services	4
I.5 Contract Amount.....	5
I.6 Placement of Orders.....	5
I.7 Emergency Procurements	5
I.8 Subcontractors.....	5
I.9 Performance Period.....	5
I.10 Time of the Essence and Completion	6
I.11 Insurance	6
I.12 Invoicing and Payments	6
I.13 Inspection and Acceptance	6
I.14 Law Compliance	6
I.15 Tax Exemption.....	6
I.16 HIPAA Compliance	7
I.17 Americans with Disabilities Act Requirements.....	7
SECTION II.....	8
GENERAL PROVISIONS	8
II.1 Assignability of Contract	8
II.2 Modifications or Changes to the Contract	8
II.3 Employment Discrimination for Contracts Over \$10,000.....	8
II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00.....	9
II.5 Claims/Disputes	9
II.6 Termination for Convenience of the County	10
II.7 Termination for Default	11
II.8 Termination for Non-Appropriation of Funds	11
II.9 Payments to Subcontractors.....	12
II.10 Examination of Records.....	12
II.11 Ethics in Public Contracting	13
II.12 Governing Law and Choice of Forum	13
II.13 Immigration Reform and Control Act of 1986	13
II.14 Integration.....	13
II.15 Hold Harmless	13

SECTION I

SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Requesting Agency" for the purpose of this Contract shall mean Community Services (CS). Other Prince William County agencies may utilize the contract.

"Contract Administrator" assigned to administer this Contract for the County is Rita Romano, Emergency Services Division Manager.

"Contractor" shall mean:

DOMINION ANSWERING SERVICE, INC.
P.O. BOX 1652
MANASSAS, VA 20110
Telephone: 703-361-5006
Facsimile: 703-361-8629

whose authorized representative is Chris Williges, Vice President, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated November 12, 2008.
2. County's Solicitation number RFQ090012 entitled Answering Service and dated November 5, 2008.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: RFQ090012. This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

The contract period shall be for one year from date of contract execution. The County shall have the option to extend the contract for four (4) additional one-year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

I.4 Provision of Services

The Contractor hereby agrees to provide telephone answering services for Community Services as stated herein.

General Expectations: Answer Community Service (CS) phones at any point when clerical staff is not able to answer phones. Generally this is after the office closes, however, could occur periodically during office hours during fire drills, tornado drills, etc. Normal office hours are 8 am to 9 pm Monday through Thursday and 8 am to 5 pm on Friday. The office closes for all County recognized holidays.

Provide answering services for two main phone lines for Community Services; one phone line serves their Woodbridge office and the other line serves the Manassas office.

Discern the Routine From the Urgent: Discern between routine and emergency situations.

- **Routine Situations:** Take messages for routine situations. Gather basic information such as, name and number of caller and who the message is for. Give these messages to CS clerical staff within the first hour the office is open.
- **Urgent Situations:** For urgent matters, call the emergency therapist on duty. If a caller says they are in crisis or in any way indicates it is important that they speak to someone right away, handle the call as an emergency. The answering service will not gather any other information, i.e., the nature of a person's emergency, why they think they are having an emergency, etc. An on-call schedule is provided to answering service and identifies who is on duty for emergency situations.
- **Information Gathered in Urgent Situations:** The answering service shall gather the caller's name and number and indicate to caller that therapist will call them back within a few minutes. Answering service will then either immediately call or text the therapist on duty. Therapist will then call answering service to confirm receipt of the information. If after 5 minutes the answering service does not receive a return call, answering service should check schedule to make sure they contacted the correct therapist, send information a second time, and call the therapist's home or alternative phone number. If after another 5 minutes there is no return call, answering service shall contact back up therapist. If after another 5 minutes there is no return call by either therapist on duty or back up person, answering service shall contact supervisor on duty.

Customer Service: The answering service shall provide good customer service; for example, maintain a friendly, pleasant and helpful demeanor throughout contact with the caller. Answer phones preferably within 3 rings, but no more than 6 rings.

- **Non-English Speaking Callers:** The answering service shall have a telephonic interpretation service available for callers who speak a foreign language.
- **Deaf or Hard of Hearing Callers:** The answering service shall have a way to communicate with deaf or hard of hearing callers.
- **Connecting Caller to Therapist:** When it is not possible or easy for caller to hang up and receive a call back, the answering service shall have a way to "patch" the caller to the therapist once the therapist calls the answering service.

- **Response to Feedback:** The answering service shall welcome any feedback and be willing to investigate and correct any problems that may occur in the provision of services.
- **Use of Recorded Messages:** A person, not a recorded message, shall answer the phones. Use recorded messages only after discussed with CS for extenuating circumstances.

Record of Activity: The answering service shall have electronic records of CS call activity that records time of calls, action taken by answering service operators, and the time of this action.

Sophistication of Equipment: The answering service shall be capable of efficiently handling a high volume of calls with a low error rate. Equipment shall be up to date and programmable to indicate on duty staff member.

Changes in Schedule: The answering service shall make schedule changes when needed.

I.5 Contract Amount

In return for the services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor in accordance with the fixed monthly fee below. The fee includes all costs associated with performing the requirements stated herein. The County will not reimburse the Contractor for any other costs.

Answering Service	Monthly Fee	Annual Total
Year 1	\$485	\$5,820
Year 2	\$505	\$6,060
Year 3	\$525	\$6,300
Year 4	\$545	\$6,540
Year 5	\$565	\$6,780

Services purchased during the entire term of this contract shall not exceed \$49,999.99.

I.6 Placement of Orders

The County shall issue a Purchase Order to the Contractor to provide the services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated.

I.7 Emergency Procurements

In the event of a County emergency, the County reserves the right to procure the contracted services from other sources that can provide the services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

I.8 Subcontractors

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

I.9 Performance Period

The Contractor shall commence performance and complete the required services as described in Provision of Services and as may be described in a County Purchase Order issued against the Contract.

I.10 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.11 Insurance

The Contractor shall possess and furnish the County with a Certificate of Insurance in the amounts and forms set forth below:

Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000

I.12 Invoicing and Payments

Contractor's monthly invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order. The Contractor shall submit detailed invoices listing the services provided to the County. As a minimum, invoices shall reflect the following:

- Contractor's Name and Address
- Contract Number
- Purchase Order Number
- Date of Services

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested services have been received and accepted by the County.

I.13 Inspection and Acceptance

All services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have five (5) working days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.14 Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

I.15 Tax Exemption

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidder's list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

I.16 HIPAA Compliance

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, require Prince William County to maintain the privacy of health information.

The Contractor shall execute a Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. The Contractor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

I.17 Americans with Disabilities Act Requirements

Contractor agrees to comply with all regulations of the Americans with Disabilities Act (ADA). Upon request, Prince William County will provide reasonable accommodations for persons with disabilities for County programs, services, and activities. The County will observe and implement all equal employment opportunity laws and regulations and will continue to make concerted efforts to assure its work environment is free of discrimination.

The ADA guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Prince William County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by

mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.15 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all negligent acts of omission or willful misconduct of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

DOMINION ANSWERING SERVICE, INC.

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager