

AGREEMENT BETWEEN THE COUNTY OF LAKE AND TRI-CITIES ANSWERING
SERVICE & CALL CENTER, INC. FOR TELEPHONE ANSWERING AND RELATED
SERVICES FOR LAKE COUNTY ANIMAL CARE AND CONTROL

This Agreement is made and entered into by and between the County of Lake by and through the Lake County Animal Care and Control Department, hereinafter referred to as "County", and the Tri-Cities Answering Service & Call Center, hereinafter referred to as "Contractor", collectively referred to as the "parties".

1. CONTRACTOR'S SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein.

2. COUNTY OBLIGATIONS. County shall provide particular instructions to Contractor as to the manner in which answering services and call center services shall be performed pursuant to the completed "Service Agreement Set-up", which is attached hereto and incorporated by reference herein as Exhibit "B".

3. TERM. This Agreement shall commence on May 1 2021, and shall terminate on May 1 2023 unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

4. COMPENSATION. The County shall compensate Contractor for services rendered, in accordance with the Fiscal Provisions set forth in Exhibit "C", attached hereto and incorporated by reference herein. Compensation to Contractor shall not exceed eight thousand (\$ 8,000) annually. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

5. TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

6. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Animal Care and Control Director.

7. NOTICES. All notices between the parties shall be in writing addressed as follows:

County of Lake
Animal Care and Control
4949 Helbush Drive
Lakeport, CA. 95453

Tri-Cities Answering Service & Call Center, Inc.
P.O. Box 581
14210 Olympic Drive
Clearlake, California 95422

8. **TERMS AND CONDITIONS.** In addition to Contractor's adherence to the terms and condition of this Agreement and Exhibits A, B, and C hereto, Contractor warrants that it will adhere to all terms and conditions described in Exhibit "D" – Compliance Provisions, attached hereto and incorporated herein by reference.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Maureen W. Stapp
Tri-Cities Answering Service & Call Center

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: [Signature]

EXHIBIT "A" Scope of Work

**Tri-Cities Answering Service &
Call Center, Inc.**

P.O. Box 581
14210 Olympic Drive
Clearlake, California 95422
(707) 994-7427 Fax: (707) 994-7249
(800) 414-4614

- In accepting this agreement with Lake County Animal Control, Tri-Cities Answering Service commits to providing you Telephone Answering and Messaging Service in a professional manner that consistently conforms or exceeds your requirements.
- Changes for any part of the information in this agreement must be received in writing, by letter or fax, 24 hours prior to change. We request a one week advance notice of any holiday, meeting or any closure so we will be properly staffed to handle all of our accounts effectively. Receiving changes, etc. in writing minimizes the opportunity for errors.
- An actual phone number is assigned to you for call forwarding purposes and is also considered your account number; this number shall not be used for any purpose other than defined in this agreement.
- Call Forwarding is required to connect to our equipment. Call Forwarding can be added to your phone by calling your local phone provider. Charges are the responsibility of the client.
- All messages will be paged, e-mailed or held as directed. Follow-up pages can be done at intervals determined by the client.
- Copies of all messages or just messages holding can be faxed, e-mailed or texted to the client the next business day. Requests for re-faxing or verifying messages must be within 5 days of the original message.
- Verification of phone line transfer is offered at client request.
- Tri-Cities Answering Service will use due diligence to take accurate messages, but because incoming and outgoing messages are received orally, Tri-Cities shall not be liable to the Client or the callers for damages (direct incidental or consequential) that are caused by errors or omissions in the transmission or reception of calls.
- Tri-Cities Answering Service will make every effort to have the operators elicit messages from all callers, but we reserve the right to: A) Terminate obscene callers B) Refuse to take or transmit messages which are clearly intended for unlawful purposes.
- We have no control over power or telephone companies and cannot be responsible for power outages, breakdowns, or any acts of nature. (NOTE: We have numerous UPS surge protectors and a power backup system to provide temporary service in emergencies. We also have a gas powered generator for longer power outages. The effective use of these is contingent upon your power and telephone lines being operational.
- The service shall not be used for any illegal or illegitimate purpose. In the event that the service is being used illegally Tri-Cities reserves the right to cancel the service immediately.

-Page 2-

- **CONFIDENTIALITY** – Tri-Cities shall treat all client information including but not limited to employee list, telephone/pager/cell phone numbers, messages and account history as confidential. We are HIPAA compliant and follow all laws concerning HIPAA.
- All conversations between a caller and operator are recorded. This assists us with operator efficiency and training. Per state law a series of beeps are audible by the caller every 15 seconds, these beeps are completely non-intrusive.

EXHIBIT "B"

**Tri-Cities Answering Service
& Call Center, Inc
PO Box 581
14210 Olympic Drive
Clearlake, California 95422
(707) 994-7427 * (800) 414-4614
Fax: (707) 994-7249**

Service Agreement Set-up.

Client Name: Lake County Animal Care ? Control
Business Name: Lake County Animal Care ? Control
Business Address: 4949 Helbush Dr. City: Lakeport State: CA Zip: 95453
Mailing If Different: _____ City: _____ State: _____ Zip: _____
Business Hours: Monday - Friday 8-5 (8am - 5pm)
Business Phone: (707) 263-0278 Pager or Cell #: () _____
Fax #: () _____ Inner Office #: () _____
Type of Business: Government Animal Services

How Would You Like Us To Answer? _____

If we page/contact you and you do not answer the original page/contact, would you like us to follow-up and continue until you call for the message? YES NO (Just page one time per message).

NO (Hold all messages for client check in.)

If (YES) how often would you like us to page/contact you? (Please circle only 1 below)

Every: 10 minutes 20 minutes 30 minutes 60 minutes

Would you like us to fax or e-mail your messages? YES NO

*If (YES) you have the option of receiving all the messages or just undelivered messages, which would you prefer?

X Delivered & Undelivered Messages _____ Undelivered Messages Only

Your fax # or e-mail address: (Messages can be sent to more than 1 person, just list below)

jonathan.armas @ lake county ca.gov
jessica.leishman @ Lake county ca.gov

At what time or times of day would you like us to fax/e-mail your messages, for your records?

9:00 AM/PM.

On Call Personnel Information: (Feel free to e-mail if you have on excel sheet)

Name:	Title:	Home Phone	Cell/Pager Number
Mary Paschke	ACOI		707-245-5273
Hailey Del Fiorentino	ACOI		707-349-5331
Jenna Gonzalez	ACOI		707-245-5285

If you have elected to have Secure Messaging (SMS) please provide us with your cell phone provider name, the name and the cell phone numbers of each team member you wish to have on the service. This can also be provided on an excel sheet.

Special Instructions: See attached.

Note:

Monthly on call schedules should be directed to:
tricitieoncallschedules@gmail.com by the 25th of each month to allow us
time to input into our computer system.

Thank you!

Tri-Cities Answering Service & Call Center, Inc.


P.O. Box 581
14210 Olympic Drive
Clearlake, California 95422
(707) 994-7427 Fax: (707) 994-7249
(800) 414-4614

Service Agreement

- In accepting this agreement with Lake County Animal Care and Control, Tri-Cities Answering Service commits to providing you Telephone Answering and Messaging Service in a professional manner that consistently conforms or exceeds your requirements.
- Changes for any part of the information in this agreement must be received in writing, by letter or fax, 24 hours prior to change. **We request a one week advance notice of any holiday, meeting or any closure** so we will be properly staffed to handle all of our accounts effectively. Receiving changes, etc. in writing minimizes the opportunity for errors.
- An actual phone number is assigned to you for call forwarding purposes and is also considered your account number; this number shall not be used for any purpose other than defined in this agreement.
- Call Forwarding is required to connect to our equipment. Call Forwarding can be added to your phone by calling your local phone provider. Charges are the responsibility of the client.
- All messages will be paged, e-mailed or held as directed. Follow-up pages can be done at intervals determined by the client.
- Copies of all messages or just messages holding can be faxed, e-mailed or texted to the client the next business day. Requests for re-faxing or verifying messages must be within 5 days of the original message.
- Verification of phone line transfer is offered at client request.
- Tri-Cities Answering Service will use due diligence to take accurate messages, but because incoming and outgoing messages are received orally, Tri-Cities shall not be liable to the Client or the callers for damages (direct incidental or consequential) that are caused by errors or omissions in the transmission or reception of calls.
- Tri-Cities Answering Service will make every effort to have the operators elicit messages from all callers, but we reserve the right to: A) Terminate obscene callers B) Refuse to take or transmit messages which are clearly intended for unlawful purposes.
- We have no control over power or telephone companies and cannot be responsible for power outages, breakdowns, or any acts of nature. (NOTE: We have numerous UPS surge protectors and a power backup system to provide temporary service in emergencies. We also have a gas powered generator for longer power outages. The effective use of these is contingent upon your power and telephone lines being operational.
- The service shall not be used for any illegal or illegitimate purpose. In the event that the service is being used illegally Tri-Cities reserves the right to cancel the service immediately.

- CONFIDENTIALITY – Tri-Cities shall treat all client information including but not limited to employee list, telephone/pager/cell phone numbers, messages and account history as confidential. We are HIPAA compliant and follow all laws concerning HIPAA.
- All conversations between a caller and operator are recorded. This assists us with operator efficiency and training. Per state law a series of beeps are audible by the caller every 15 seconds, these beeps are completely non-intrusive.

Invoices are mailed on the 1st and payable upon receipt, at a base rate of \$75.00 per month and .65 per call/transaction and a 2-year message storage fee of \$5.00 per month. Each message includes, caller's name, patient name, phone number, alternate number if needed and a brief message. Any phone charges incurred by us for you are billed monthly at .10 per minute. A late fee of \$35.00 is charged should we not receive payment by the next billing cycle.

Authorized Signature  Title Director Date 4/19/21
Company Name: Lake County Animal Care and Control

Please initial any additional features you would like to add:

_____ Secure Messaging. This service provides HIPAA compliant transmitting of patient information to a Smart phone, I-phone, I-pad or android device. Fee is \$10.00 monthly per registration device.

_____ Local Call Forwarding Number. This saves the client money on long distance phone charges to connect to our service, Fee \$10.00 monthly, unlimited use

Lake County Animal Care and Control

All calls and messages should be recorded and sent to Animal Control at the designated time and to the designated email addresses. Only calls that are deemed a priority should be transferred to the on-call officer. Below is a list of examples of what is considered a priority and what is not considered a priority.

Priorities: Sick or injured domestic animal, loose aggressive domestic animal, bite from an animal, any potential exposure to an animal that may have rabies, loose livestock in any state highway or when other government agency is asking for the assistance of an Animal Control Officer.

Non Priorities: Loose domestic animal, barking complaints or any issues that happened previously and the animal is no longer loose.

*Should there be any questions whether the call is a priority or not please contact the on-call officer for clarification.

EXHIBIT "C" – FISCAL PROVISIONS

1. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

Invoices are mailed on the first of each month and are payable upon receipt, at a base rate of \$75.00 per month ad \$.65 per call/transaction and a two-year message storage fee of \$5.00 per month. Each message includes caller's name, phone number, alternate number, if needed, and a brief message. Any phone charges incurred by Contractor for County are billed monthly at \$.10 per minute. A late fee of \$35.00 is charged for any monthly payment not received by the Contractor by the next billing cycle.

EXHIBIT "D" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **INDEMNIFICATION AND HOLD HARMLESS.**

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

4. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

5. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

6. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

//

//

7. INSURANCE.

7.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

7.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

7.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

7.4 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

7.5 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

8. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

9. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

10. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees,

and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

11. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

12. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

13. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

14. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

15. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

16. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

17. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.