

CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

TEC COMMUNICATIONS, Inc.

THIS AGREEMENT is made and entered into this 9 day of September, 2013, by and between Cuyahoga County, Ohio (the "County"), the Department of Information Technology on behalf of the Department of Senior & Adult and TEC Communications, Inc. ("TEC"), an Ohio corporation, having principal place of business at 20234 Detroit Road, Rocky River, OH 44116. (the "Provider")

WHEREAS, the County has a present need for a complete modification of the Call Center Queue to support after hours options and a new Call Back Option, and

WHEREAS, the County desires to avail itself of the modification to the Call Center Queue and new Call Back Option and TEC is willing to provide such service to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TEC and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1 **Scope of Agreement.** During the term of this Contract, TEC, shall provide modification of the Call Center Queue to support after hours options and a new Call Back Option as outlined on the Statement of Work listed on Schedule A. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.

1.2 **Term.** The term of this Contract shall commence as of September 30, 2013; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of three months from commencement date. (9/30/13 through 12/31/13). The cost of this Contract shall not exceed Four Thousand, Two Hundred Dollars and Zero Cents (\$4,200.00).

ARTICLE II - SCOPE OF WORK

2.1 Rendering of Services. TEC hereby agrees to render the services identified in Schedule A at a total price, not to exceed, Four Thousand, Two Hundred Dollars and Zero Cents (\$4,200.00).

ARTICLE III – PAYMENT AND INVOICING

3.1 Payment. During the term of this contract, the County shall pay TEC for the services outlined in Schedule A upon receipt of said invoice and approval of the County Executive.

3.2 Invoicing. TEC shall invoice the County for the services outlined in Schedule A upon execution of this Contract. TEC shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - INDEMNITIES

4.1 Indemnification. TEC shall agree to release, indemnify and to hold harmless Cuyahoga County and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for TEC's gross negligence or willful misconduct under this contract.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the

notice of termination. TEC, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

5.2 Termination for Financial Instability. In the event that TEC becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against TEC of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

5.3 Termination for Convenience. The County may terminate this contract or any order under this contract for its convenience and without cause. Any notice of termination will be effective 30 days after the Contractor receives it. If the termination is for the convenience of the County, the Contractor will be entitled to compensation for any deliverable that the Contractor has delivered before termination.

5.4 Dispute Resolution.

a) In the event of any dispute or disagreement between TEC and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by TEC or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder

ARTICLE VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

6.1. By entering into this Contract, TEC, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

6.2 TEC further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

ARTICLE VII – Contract Administration

7.1 Insurance.

The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;

\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

2. **Additional Insurance Coverage**

Each of the following eight items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
 3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
 4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
 5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
 6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

ARTICLE VIII – MISCELLANEOUS

8.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Information Technology
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of TEC:

TEC Communications, Inc.
20234 Detroit Road
Rocky River, OH 44116
Melanie Shilling

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

8.2 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

8.3 Record Audit Retention. TEC agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should TEC be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

8.4 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.

8.5 Social Security Act. TEC shall be and remain an independent TEC with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by TEC for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said TEC also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

8.6 Assignment. TEC shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County Executive.

8.7 Contract Processing. TEC shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County Department of Information Technology
ATTN: Business Department
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

8.8 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by TEC prior to the execution of this agreement by the County Executive, the same will be provided at TEC's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by the County Executive. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.

8.9 Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated herein:

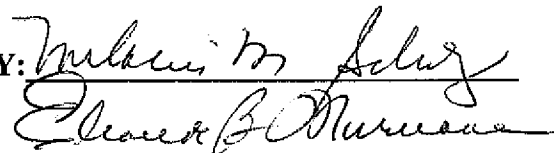
Schedule A

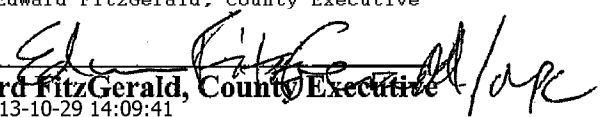
THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, the County and TEC have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

TEC COMMUNICATIONS, INC.

CUYAHOGA COUNTY, OHIO

BY: 
Eleanor B. Murawski

Edward FitzGerald, County Executive
BY: 
Edward FitzGerald, County Executive
2013-10-29 14:09:41



Communications

Schedule A

20234 Detroit Road, Rocky River, OH 44116

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Statement Of Work

Date: August 25, 2013

Client:

Cuyahoga County – Department of IT
1255 Euclid Avenue – Sterling Building
Cleveland, OH 44242
Attn: Cherie Kubit

Project: Cisco Contact Center Express – Senior Adult Services of ODJFS

Project Definition/Goal:

Senior and Adult Services are responsible for taking calls from Senior Adults and assisting them as required.

The Senior and Adult Services Department requires a complete modification to their Call Center Queue to support after hours options and a new Call Back Option.

Project Parts: (provided by Cuyahoga County, Dept of IT)

Cisco Unified Call Center Express Premium – version 7.x
4-6 Premium Agents/Supervisors
Cisco Unified Communications Manager – version 7.x

Locations:

- o **Main Location:** Cleveland, OH
 - *Sterling Building*

TEC Responsibilities:

- 1. Provide Project Kick-off meeting**
 - a. Review Client & TEC responsibilities
 - b. Determine schedule
- 2. Review Call Flow Diagrams**
 - a. Review Call Flows designed/created by Senior Adult Services



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3. On Site Observation of Senior Adult Services

- a. One hour On Site to observe call flows
- b. Discuss any changes/recommendations based on observation, if desired/required

4. Configure UCCX & CUCM

- a. CUCM – Configure Agents in Call Manager
 - i. Configure agent settings
 - ii. Configure Agent Extensions
- b. UCCX- Configure a Single QUEUE
 - i. Configure Permanent Seating (4-6 Agents/Supervisors)
 - 1. Deliver call to the longest idle agent
 - 2. All agents have the same skill level
 - ii. Configure Queue and routing Based on Exhibits A
 - 1. Configure TOD and Holiday Check
 - 2. Configure Agents logged in check
 - 3. Configure Manual – Open & Closed
 - 4. Configure Wrap Up Codes & Reason Codes – Limit of 3
 - 5. Configure Fast Transfers – limit of 3
 - iii. Configure Call Back Option
 - 1. Based on number of calls in queue
 - 2. Callback features auto off at close of business
 - iv. Configure After Hours Options
 - v. Configure prompt recording script
 - 1. Record initial prompts and scripts
 - vi. Configure MOH to use existing source in Communications Manager.
 - 1. Configure 1 Message (as shown in Exhibit A)
 - 2. Loop Message and MOH after 2 minutes of hold time

5. Demonstrate Call Flows & Script

- a. On Site Demonstration of Call Flows and Scripts
- b. Provide Training during Demo of Call Flows – 1 class
- c. Validation and Sign Off

6. Cut Over

- a. **To be coordinated AFTER HOURS**
 - i. Mutually agreed upon time
- b. Immediate call flow testing for all agents/supervisors and call flows

7. Post Cutover Support

- a. **Remote support for Day 1**



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Client Responsibilities:

1. Documentation

- a. Provide specific call flows
- b. Provide Queue information
 - i. Associated agents/supervisors Names
 - 1. Extensions of Agent/Supervisors
- c. Menu Options
 - i. Provide document of "words" used
- d. Prompt Menu
 - i. Provide document with "words"
 - 1. TEC to add prompt numbers

2. Network Configuration Modification

- a. Routers or Switches, if required

3. Configure CUCM

- a. Add Phone User & associated template for Agent/Supervisors

4. Call Flow Testing

- a. Provide sign off acceptance upon testing completion

5. Agent Desktop Software (CAD)

- a. Install agent software on each agent/supervisor PC
- b. Install Historical reporting agent, as required

6. Phone Cut

- a. Notify User community of cut over
- b. Work with Telco, if required
 - i. Troubleshoot with Telco, if required

Assumptions

All work and support will be performed during Normal Business Hours (Monday – Friday; 8:30am - 5PM) EXCEPT as specified where work will be performed AFTER HOURS at a mutually agreed upon time.

- UCCX Premium will be used for Agent/Supervisor & Scripting configuration work
- UCCX is properly configured and running, and integrated in CUCM
- Cuyahoga County will provide all call flow documents and modify all documents as needed/required.
- Special security restrictions or time restrictions may be in place in areas. A representative Cuyahoga County will provide areas with time and security restrictions.
- Customer will be responsible for all cabling and mounting services
- Every effort will be made to maximize productivity in the best interest of the customer.



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- Customer will provide secure VPN access to TEC engineer for configuration of UCCX
- TEC may bill the customer a \$1,000 idle engineering fee for scheduled work cancellations occurring 48 hrs. or less from the agreed upon arrival due to customer unpreparedness that is out of TEC Communications' control.
- Pricing is valid 30 days from date on proposal.

Out of Scope

Any items not specifically set forth in the TEC responsibilities are deemed out of scope and will require a change order and agreement.

TimeLine:

Approximately 2 weeks from commencement of project.

Project commencement to begin upon a returned signed and executed contract from Cuyahoga County.

Investment

\$4,200

Payment Terms

Payment terms are Net30, thirty (30) days from receipt of the invoice.

Warranty and Disclaimer

The services described above will be performed by TEC Communications, Inc. in a professional and workmanlike manner. TEC Communications makes no other warranties, express or implied for any service provided hereunder, and disclaims all implied warranties, including but not limited to any implied warranty of utility, merchantability or fitness for a particular purpose. Equipment failure after completion of system sign off will fall under the warranty programs of the appropriate manufacturer. TEC Communications, Inc. will provide a warranty on the integrity of the solution for a period of 30 days after system acceptance/go live. After 30 days, break fix services are available on a time and material basis. Alternatively, you can purchase an annual service agreement from TEC Communications, Inc.

Exclusion of Damages and Limitation of Liability

Neither party will be liable for any indirect, special, or consequential damages (including lost revenues, increased costs, lost profits), nor shall TEC Communications, Inc. be liable for loss or damage to customer data arising out of this agreement, the services provided hereunder or the use of any materials developed by TEC Communications, Inc. assigned personnel. The Customer agrees that TEC Communications, Inc. liability hereunder for damages, regardless of the form of action, shall not exceed the charges paid by the customer for the TEC Communications, Inc. services which caused the loss.



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General

TEC Communications, Inc. will not be responsible for any failure or delay in performance due in whole or in part to any cause beyond TEC Communications, Inc. control. All recommendations made by TEC Communications, Inc. shall be regarded as professional counsel, with all final decisions being the responsibility of the Customer. This Agreement may be amended only by an instrument in writing executed by both TEC Communications, Inc. and the Customer. No delay or failure of TEC Communications, Inc. to exercise any right or remedy will operate as a waiver thereof. This agreement supersedes all prior written and oral communications regarding the subject matter hereof.

Prepared by: Melanie Schilling
216-298-1967
mschilling@teccom.net

Acceptance

I have read and understand the terms of this Statement of Work and agree to them. Any added items will be subject to a Change Order to which agreement on work and appropriate cost for the change will be established and authorized prior to work performance.

Cuyahoga County

Name

Signature

Title

Date

TEC Communications, Inc.

Melanie M. Schilling
Name

Melanie M. Schilling
Signature

President
Title

9/11/2013
Date

Eleanor B. Murnane

Eleanor B. Murnane

Principal

9/16/2013



Communications

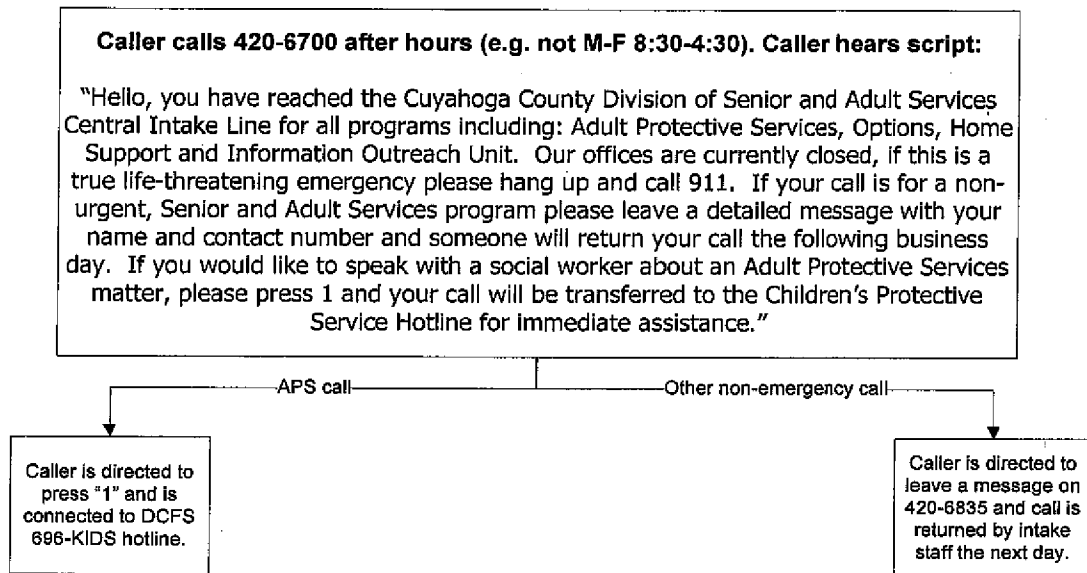
20234 Detroit Road, Rocky River, OH 44116

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Exhibit A

After-Hours Call

Revised 6/26/13



Business-Hours Call

