CONTRACT FOR CALL ANSWERING SERVICES

THIS CONTRACT FOR CALL ANSWERING SERVICES (hereafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst the Summit County Children Services (hereinafter "SCCS"), as duly authorized by its Board Resolution No. 05-2014-27/F, enacted on May 27, 2014 with its office located at 264 South Arlington Street, Akron, Ohio 44306, the County of Summit, Ohio, by the County Executive (hereafter "County"), as duly authorized by County Council Resolution No. ____________ enacted on ____________, 2014 with its offices located at 175 South Main Street, Akron, Ohio 44308 and the Sheriff of Summit County, Ohio (hereafter "Sheriff") with its office located at 53 University Avenue, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, SCCS desires to obtain call answering services, as further described herein, by and through the Sheriff and County; and

WHEREAS, the Sheriff and County shall provide such call answering services to SCCS in accordance with the terms as set forth in this Contract;

THEREFORE, in consideration of the covenants and promises made herein, the parties agree as follows:

1. Definitions.
   a. Medical referrals – calls regarding situations requiring medical advice or permission to treat a child who is under the care and custody of SCCS.
   b. Message only calls – calls of a business nature. Caller does not indicate any emergency or situation requiring immediate attention.
   c. On-call staff – SCCS staff that are available for emergency calls from 12:00 a.m. to 8:30 a.m.
   d. Referral/Intake reports – any call regarding a situation where a child may be at risk of neglect or abuse, even if the risk is not immediate. Includes calls from family members or neighbors concerned about a child, but not indicating any situation requiring immediate attention.

2. Term. The term of this Contract is for One (1) year ("Term") commencing on July 1, 2014 and continuing until June 30, 2015 ("Termination Date") unless earlier terminated as provided in Paragraph 8 herein. This Contract may be renewed for two additional one year periods. If a new Contract has not been executed as of the Termination Date, then upon the prior written consent of all parties the Contract may continue after the Termination Date under the same terms and conditions, except the term shall be on a month-to-month basis until either party terminates the Contract upon thirty (30) days written notice or the parties execute a new Contract. The release provided hereunder shall survive the termination of this Contract.

3. Services. Sheriff will provide professional telephone answering service in accordance with the procedures provided in the Summit County Children Services Evening and Weekend Procedures manual dated May 2014, attached hereto and incorporated herein as fully rewritten.
A. Service Requirements

(1) Sheriff will provide “after-hours” telephone referral answering services seven (7) days per week inclusive of holidays from 12:00 A.M. (midnight) until 08:00 A.M.

(2) In addition to the service periods stated above, Sheriff may, upon request, provide telephone referral answering service for approximately sixty-four (64) additional hours during the Thanksgiving, Christmas, and New Year holiday periods according to the following schedule:

- Sixteen (16) hours to cover the hours of 08:00 A.M. to 12:00 A.M. (midnight) on Thanksgiving Day;
- Sixteen (16) hours to cover the hours of 08:00 A.M. to 12:00 A.M. (midnight) on Christmas Day and eight (8) hours to cover the hours of 04:00 P.M. to 12:00 A.M. (midnight) on Christmas Eve; and,
- Sixteen (16) hours to cover the hours of 08:00 A.M. to 12:00 A.M. (midnight) on New Year’s Day and eight (8) hours to cover the hours of 04:00 P.M. to 12:00 A.M. (midnight) on New Year’s Eve.

(3) SCCS may also request up to forty-eight (48) hours total to cover sixteen (16) hour shifts of 8:00 A.M. to 12:00 A.M. (midnight) for Memorial Day, Fourth of July and Labor Day.

(4) Furthermore, in the event that sufficient SCCS staff is unavailable to provide adequate telephone coverage during periods other than those listed above, Sheriff will, as requested by SCCS and with as much prior notification as practicable, provide occasional ad hoc coverage during those periods. Sheriff will provide such coverage during the SCCS normal working hours of 08:00 A.M. to 04:00 P.M. Monday through Friday and/or 4:00 P.M. to 12:00 midnight. For such ad hoc services Sheriff will charge $32 per hour.

(5) On a quarterly basis, Sheriff will meet on site at SCCS with selected, authorized SCCS staff members to discuss service issues, procedures and concerns. More frequent cross-training experiences may be arranged by both parties in order to share updated information on screening procedures and other information relevant to processing calls of concern.

B. Recording of Calls

Sheriff will record all calls answered by Sheriff staff and, upon SCCS’ request; Sheriff will forward copies of such recordings to SCCS. Sheriff must document all calls in the Sheriff’s Computer Aided Dispatch (CAD) database. Sheriff will fax copies of the SCCS referral form to SCCS by 08:30 A.M. the next business day.

C. Telephone Procedures

(1) With each call, Sheriff staff will inquire if immediate assistance is required. Sheriff staff will obtain essential information from each caller in order to provide SCCS staff with the basis to make a determination regarding the seriousness of the call. Sheriff will provide each member of its staff (who will provide services hereunder) with a copy of the Intake Call Guide (See exhibit B), which Sheriff staff will utilize when

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answering SCCS calls in order to assist them with obtaining essential information.

(2) Upon completion of each call, the call will be immediately reported to SCCS regardless of the nature of the call. Message only calls and calls that involve children being physically restrained while placed in a residential facility will be faxed to SCCS no later than the next business day. If a child is injured during a restraint, then Sheriff will immediately contact the SCCS on-call supervisor. Sheriff will generate an incident in its Computer Aided Dispatch system and will record all information obtained, including calls regarding phone number clarification, wrong numbers, and information only calls. Upon request, Sheriff will forward copies of the log sheets to SCCS to the attention of the SCCS Phone Room Supervisor.

(3) Non-medical calls will be reported to the SCCS on-call supervisor within ten (10) minutes of completion of the call.

(4) Sheriff will first call the SCCS on-call supervisor. If the supervisor does not answer the Sheriff will leave a message to contact the SCKO Radio Room at 330-643-2181 to acknowledge receipt of the call and receive the notification. The SCCS on-call supervisor is expected to respond to Sheriff within ten (10) minutes. If no response is received within ten (10) minutes, the Sheriff will attempt to make a voice call to the SCCS on-call administrator.

(5) Relative to each referral/intake report that Sheriff staff members answer, the Sheriff staff will complete, (but shall not be limited to) all of the following:
   (a) Obtain information as required by SCCS (if available)
   (b) Obtain additional information through skillful questioning
   (c) Notify SCCS supervisory personnel to provide verbal reports
   (d) Type report
   (e) Save file
   (f) Print hard copy for faxing to SCCS and retention for SCKO files
   (g) Prepare fax cover sheet detailing reports/referrals daily
   (h) Fax report to the SCCS Phone Room Supervisor weekdays by 08:30 A.M.

4. Payment.
   A. For the initial term of the agreement, and for the services set forth in section 3(A)(1) and (2), SCCS will pay the Sheriff a total cost which, may be less, but shall not exceed Twenty-Two Thousand Dollars and no cents ($22,000) annually. Sheriff shall send a monthly invoice to SCCS in the amount of One Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents ($1,833.33). Payment to Sheriff is due and payable within 30 days of receipt of the invoice. For additional ad hoc services requested by SCCS, Sheriff will be billed SCCS at a rate of Thirty-Two Dollars ($32) per hour and shall be included in the monthly invoice with a detailed account of the services performed along with written pre-approval from SCCS for Sheriff to conduct said additional services. Any ad hoc services performed will be included in the total annual cost agreed to herein such that the total annual payment to the Sheriff under this Agreement shall not exceed Twenty-Two Thousand Dollars ($22,000) without express written approval from SCCS.
B. At the end of the initial term Sheriff will conduct an analysis of call volume and the parties will jointly determine the rate for any renewal terms.

5. **Confidentiality.** County and Sheriff understand all information received by Sheriff on behalf of SCCS, including but not limited to referent’s name, allegations, parent’s name, and the child’s name, is confidential by law. Disclosure of the above information by Sheriff’s staff is strictly prohibited.

6. **News Media.** Sheriff is prohibited from speaking to representatives of the news media about any aspect of SCCS operations, including but not limited to programs, personnel or clients. The SCCS Director or his authorized representative is the only spokesperson for SCCS.

7. **Non-Discrimination.** The County, Sheriff and SCCS agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the County, Sheriff, and/or SCCS or any person acting on behalf of the County, Sheriff and/or SCCS, shall not discriminate by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. The County, Sheriff and SCCS further agree that the County, Sheriff and SCCS or any person on behalf of the County, Sheriff and SCCS, in any manner, shall not discriminate against or intimidate any employee hired for the performance of duties under this Intergovernmental Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The County, Sheriff and SCCS certify that they do not maintain and they will not permit their employees to perform services at any segregated facilities. The County, Sheriff and SCCS agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

8. **Equal Opportunity Employer.** The County, Sheriff and SCCS expressly represent that they are Equal Employment Opportunity employers as defined in and are in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

9. **Insurance.** During the term of this Agreement the parties agree to maintain and keep in force and effect policies of Commercial General Liability insurance, and Worker’s Compensation insurance issued by insurance companies licensed to do business in the state of Ohio.

10. **Liability.** SCCS, Sheriff and County agree that each party shall be liable for damage or loss adjudged by a court of competent jurisdiction to be caused by the willful, intentional, malicious, or negligent conduct of the respective party or its employees.

11. **Emergency Assignments.** Nothing in this Contract shall preclude the Sheriff from temporarily increasing or decreasing the number of staff assigned to the SCCS if an emergency presents the need for such temporary assignment.
12. **No Authority to Bind.** Neither party has the power or authority to bind the other party to contracts or other obligations.

13. **Governing Law and Forum.** This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that the forum for any claim, action, arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the Summit County Court of Common Pleas and/or the U.S. District Court for the Northern District of Ohio, Eastern Division, Akron.

14. **Termination.** Either party may terminate this Contract immediately upon written notice to the other parties. Upon termination of this Contract, Sheriff must immediately cease all activities relating to the Contract and immediately deliver to SCCS all completed referral forms and reports, and all information and other materials received or developed under this Contract. At the SCCS’s request, Sheriff must also assist SCCS in efficiently transitioning the project to the new contractor who will continue with the Call Answering Services. SCCS must pay Sheriff for all Call Answering Services satisfactorily rendered prior to and up to the date of notice of termination.

15. **Assignment.** Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

16. **Force Majeure.** Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

17. **Severability.** If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

18. **Reservation of Rights.** A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

19. **Notices.** Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party’s address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

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20. Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

21. Entire Agreement. This Contract states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersedes all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties.

Intending to be legally bound, the parties have signed this Professional Services Agreement effective as of the date signed by the County's Executive.

SUMMIT COUNTY CHILDREN’S SERVICES

By: Katherine Papas, Executive Director
Julie Barnes, M.Ed., LSW Executive Director

Approved as to form and correctness

By: Katerina Papas, General Counsel

SHERIFF OF SUMMIT COUNTY, OHIO

By: Steve Barry, Sheriff

6-26-14

COUNTY OF SUMMIT, OHIO

By: Russell M. Pry, Executive

Approved as to form and correctness

By: Deborah S. Matz
Department of Law, Insurance and Risk Management

EXHIBIT A