

15-318

AGREEMENT FOR CALL ANSWERING SERVICES

THIS AGREEMENT FOR CALL ANSWERING SERVICES (hereinafter referred to as "Agreement") is made and entered into as of the date signed by the County Executive by and between Summit County Children Services (hereinafter "SCCS"), by Julie Barnes, M.Ed, LSW, duly authorized, with its office located at 264 South Arlington Street, Akron, Ohio 44306, and the County of Summit, Ohio, by Russell M. Pry, the County Executive (hereinafter "County"), as duly authorized by County Council Resolution No. _____ enacted on _____, 2015 with its offices located at 175 South Main Street, Akron, Ohio 44308 and by Steve Barry, the Sheriff of Summit County, Ohio (hereinafter "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 Agreement is for **one (1) year** ("Term") commencing on **July 1, 2015** and continuing until **June 30, 2016** ("Termination Date") unless earlier terminated as provided in Paragraph 8 herein. This Contract may be renewed for one additional one year periods. If a new Agreement has not been executed as of the Termination Date, then upon the prior written consent of all parties the Agreement 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 Agreement upon thirty (30) days written notice or the parties execute a new Agreement. The release provided hereunder shall survive the termination of this Agreement.
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 June 2015, attached hereto as Exhibit A and incorporated herein as if 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:
 - i. Sixteen hours (16) to cover the hours of 08:00 A.M. to 12:00 A.M. (midnight) on Thanksgiving Day;
 - ii. 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,
 - iii. 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 within twenty-four (24) hours. Sheriff will retain recordings of calls for one (1) year, unless legal action is pending, in accordance with the SCCS retention policy. Sheriff must document all calls on the Summit County Hotline Report Form (attached hereto as Exhibit B) and will fax copies of the SCCS referral form to SCCS by 08:30 A.M. the next 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 Sheriff's Department Procedures for Handling Telephone Call guide (attached hereto as Exhibit C), which Sheriff staff will

utilize when 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 day. If a child is injured during a restraint, then Sheriff will immediately contact the SCCS on-call supervisor. Sheriff will generate an incident on the Summit County Children Services Hotline Report form, 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 SCSO 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:
 - i. Obtain information as required by SCCS (if available)
 - ii. Obtain additional information through skillful questioning
 - iii. Notify SCCS supervisory personnel to provide verbal reports
 - iv. Type report
 - v. Save file
 - vi. Print hard copy for faxing to SCCS and retention for SCSO files
 - vii. Prepare fax cover sheet detailing reports/referrals daily
 - viii. Fax report to the SCCS Phone Room Supervisor daily 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 bill 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

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.

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

SUMMIT COUNTY CHILDREN SERVICES

NIGHT, WEEKEND, AND HOLIDAY
PROCEDURES

June 2015

INTRODUCTION

This manual is designed to explain operating procedures for Summit County Children Services (SCCS) and Sheriff's Department staff receiving and responding to calls to the SCCS outside of SCCS regular office hours.

The SCCS is required by law to accept emergency calls concerning the care of children in Summit County twenty-four hours each day. Calls can be received outside of normal business hours, and responses made to situations where neglect or abuse pose an immediate danger to a child, whether they are at home or elsewhere.

The contents of this manual explain the procedures for receiving and following-up on various types of after-hour calls. The procedures for the Sheriff's Department and SCCS staff are differentiated by typeface to make clear which are applicable to each agency.

GENERAL OVERVIEW OF NIGHT, WEEKEND, AND HOLIDAY COVERAGE

| | MONDAY THRU FRIDAY | SATURDAY, SUNDAYS |
|-----------------------------------|-------------------------|-------------------------|
| SHERIFF'S DEPT. PHONE COVERAGE | 12:00 A.M. TO 8:00 A.M. | 12:00 A.M. TO 8:00 A.M. |
| SCCS PHONE COVERAGE | 8:00 A.M. TO 12:00 A.M. | 8:00 A.M. TO 12:00 A.M. |

| SHERIFF'S DEPARTMENT HOLIDAY COVERAGE | |
|--|--------------------------|
| Martin Luther King Day President's Day Columbus Day Veteran's Day | 12:00 A.M. TO 8:00 A.M. |
| Memorial Day Fourth of July Labor Day Thanksgiving Day Christmas Day New Year's Day | 12:00 A.M. TO 12:00 A.M. |

Hotline Coverage

Between the hours of 8:00 a.m. and midnight, all phone calls to the Hotline shall be answered by a SCCS Hotline Screener. Between the hours of midnight and 8:00 a.m. phone calls to the SCCS Hotline will be answered by Sheriff's Department staff.

On-Call Supervisor, Monday thru Sunday

SCCS will have an on-call supervisor available to Sheriff's Department staff by phone Monday through Sunday between the hours of 12:00 a.m. and 8:30 a.m.

Holiday Coverage

SCCS will have an on-call supervisor available to Sheriff's Department staff by phone for the entire Holiday/24 hours. Other Holiday time will be by agreement between SCCS and the Sheriff's Department.

Contact With Sheriff's Department re: On-Call Supervisors and Administrators

SCCS is responsible for contacting Sheriff's Department when the phones are forwarded to confirm the name and contact numbers for the on-call supervisor and administrator. If an on-call supervisor and administrator change occurs during a shift due to illness or other emergency, the supervisor taking over the duties of the on-call supervisor must contact the Sheriff's Department to report the change.

Summit County Children Services Hotline Report Form

| | |
|--|---|
| Sheriff's Office Information | |
| Name of Dispatcher taking the call | Click here to enter text. |
| Date & Time of call | Click here to enter text. |
| Is the custodian a Summit County Resident? | Yes <input type="checkbox"/> ***If not please refer caller to appropriate county |

| | |
|---|---------------------------|
| Reporter | |
| Reporter's First and Last Name | Click here to enter text. |
| Reporter Phone Number | Click here to enter text. |
| Reporter Address (with city) | Click here to enter text. |
| Reporter's Employer (if a professional) | Click here to enter text. |

| | |
|---|---------------------------|
| Family Information | |
| Family's full address (with city) | Click here to enter text. |
| Parents' phone numbers | Click here to enter text. |
| Name/Age/DOB of child victim(s) | Click here to enter text. |
| Parent/custodian(s) of the child(ren) | Click here to enter text. |
| Anyone else living in the home? | Click here to enter text. |
| Alleged Perpetrator's name/address/phone number | Click here to enter text. |
| Alleged Perpetrator's relationship to the child | Click here to enter text. |

| | |
|----------------------------|---------------------------|
| Reported Concerns | Click here to enter text. |
| Any follow-up done | Click here to enter text. |
| Supervisor notified | Click here to enter text. |
| Time notified | Click here to enter text. |

**SHERIFF'S DEPARTMENT PROCEDURES FOR
HANDLING TELEPHONE CALLS**

EXHIBIT A

TELEPHONE PROCEDURES

Sheriff's Department Phone Calls

Sheriff's Department staff will answer calls on the SCCS phone lines alerting caller they have reached the "Children Services Hotline." All calls are to be passed on to SCCS regardless of the nature of the calls. Except for calls relating to early morning appointments, message-only calls are to be faxed the next day. ALL OTHER CALLS ARE TO BE PASSED ON TO THE ON-CALL SUPERVISOR IMMEDIATELY FOLLOWING COMPLETION OF THE CALL.

Sheriff's Department staff will obtain as much information as possible to provide the SCCS staff with the basis to make a determination of the seriousness of the call. See the section on Call Information. The SCCS on-call supervisor will make the determination of how and when a response will be made to all calls.

All calls will be documented on the SCCS Hotline Report Form (attached).

Sheriff's Department staff are to inquire if immediate assistance is needed even if the call appears to be of a message-only nature (i.e. canceling an appointment).

Referrals

All reports are to be passed on to the SCCS on-call supervisor within 10 minutes of the end of the call. If the SCCS on-call supervisor does not respond to the Sheriff's Department first call to the SCCS on-call supervisor's contact number within 15 minutes, the Sheriff's Department is to call the SCCS on-call supervisor's contact number again. If no response is received within 10 minutes after calling the contact number, the Sheriff's Department staff are to call the next level of SCCS supervisor for that shift. If a response is not received within 15 minutes, the Sheriff's Department is to call that person's contact number. The Sheriff's Department is to continue its efforts to contact SCCS staff until someone from SCCS responds.

Inquiries by substitute caregivers regarding medical questions should be documented on the report form. The substitute caregiver should be given the phone number to "Ask Children's" at Akron Children's Hospital (330-543-2000).

Relay Calls

Relay calls are to be passed on to the on-call supervisor immediately following the completion of the call. Sheriff's Department staff must document the call on a report form with the information provided by the caller.

Court Calls

All calls from the Summit County Court system regarding hearings are to be passed on to the on-call supervisor immediately following completion of the call and documented on a report form.

Message-Only Calls

Calls relating to early morning appointments (scheduled to occur before 10:00 a.m.) are to be passed on to the on-call supervisor immediately following the completion of the call.

Calls Requesting Worker Call Back or Case Specific Inquiries

Calls are to be documented and faxed to SCCS by 8:30 a.m. the next day. The caller should be informed that the offices are closed but a message will be passed on to someone the next day that will be able to answer their questions. Calls inquiring about the foster-care program or adoptions should be so noted.

Follow-up Calls

When a caller calls a second or third time with a referral type call (anything but a message-only), the Sheriff's Department staff should inform the caller that the SCCS on-call supervisor has been informed of their concerns and that SCCS will be making an appropriate response.

Documentation

All SCCS calls are to be documented on the SCCS Hotline Report Form immediately upon completion of the call. See Form for guidance on what types of information should be obtained.

Faxing of Referral Forms

Referral forms for all calls Monday through Sunday will be faxed by Sheriff's Department to SCCS by 8:30 a.m. the next day.

Communication Breakdown

If there is a failure in the communication system (inability to reach on-call supervisor), an Agency Administrator must be called. The contact numbers and schedule of SCCS administrators, in priority call order, will be regularly provided to Sheriff's Department and SCCS staff receiving calls. These numbers are not to be released to callers.

Problems with Fax Transmissions, Switchovers, or Phone Lines

If there is a problem with the SCCS fax machine or Sheriff's Department is unable to make a connection, call 330-379-1860 after 8:15 a.m. on business days for assistance. If there is a problem with the switchover or phone lines call SCCS Hotline Supervisor.