

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. _____, enacted on _____, 201__ with its office located at 264 South Arlington Road, Akron, Ohio 44306, the County of Summit, Ohio, by the County Executive (hereafter "County"), as duly authorized by County Council Resolution No. _____ enacted on _____, 201__ 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, 2013** and continuing until **June 30, 2013** ("Termination Date") unless earlier terminated as provided in Paragraph 8 herein. This Contract may be renewed for three 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 January 1, 2005, 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 will 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:
 - (a) Sixteen hours (16) to cover the hours of 08:00 A.M. to 12:00 A.M. (midnight) on Thanksgiving Day;
 - (b) 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,
 - (c) 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) 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 08:00 P.M. to 12:00 midnight. For such ad hoc services Sheriff will charge \$32 per hour.
- (4) 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 on SCCS referral forms (See exhibit A). 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 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 load SCCS referral form into its Computer Aided Dispatch system and will record all calls form, including calls regarding phone number clarification, wrong numbers, and for information only. On a monthly basis, 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 page the SCCS on-call supervisor to contact the SCSO Radio Room at 330-643-2181 to acknowledge receipt of the page 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 supervisor. Once response has been received by the Sheriff from the SCCS on-call supervisor, Sheriff will send out an acknowledgement of receipt to the SCCS on-call supervisor group. If no acknowledgement of receipt is received by the SCCS on-call group within 20 minutes, the SCCS on-call manager will contact the Sheriff to receive the notification.
- (5) Relative to each referral/intake report that Sheriff staff members answer, the Sheriff staff will complete, (but shall not be limited to) 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 SCSO 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), Sheriff will charge SCCS a flat rate of \$20,000 per year, billed in equal monthly installments of \$1,666.67. SCCS will pay such invoices within 30 days. Ad hoc services will be billed to SCCS by Sheriff at the rate set forth in section 3(A)(3) within 30 days of the completion of the ad hoc services. SCCS will pay such invoices within 30 days. All payments will be sent to the Summit County Sheriff's office at the address set forth above.
- 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. 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.
6. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.

Signatures follow on next page.

