

## SUMMIT COUNTY MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT

### I. STATEMENT OF PURPOSE

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4220, 2151.4221, 2151.4222, 2151.4225, 2151.4226, 2151.4230, and 2151.4234 of the Ohio Revised Code and section 5101:2-33-26 of the Ohio Administrative Code. It is an agreement among **Summit County Children Services (hereinafter "SCCS")** and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases. The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134<sup>th</sup> Ohio General Assembly. This MOU sets forth the normal operating procedures to be employed by all concerned officials in the execution of their respective responsibilities pursuant to section 2151.421 of the Revised Code. Two primary goals of this MOU are:

- The elimination of all unnecessary interviews of children who are the subject of reports of child abuse or neglect;
- When feasible, conducting only one interview of a child who is the subject of a report of child abuse or neglect.

Throughout the state each County Department of Job and Family Services (CDJFS)/Public Children Services Agency (PCSA) provides the following services to their communities:

**Screening:** The capacity to accept and screen referrals of suspected child abuse, neglect, and/or dependency includes but is not limited to the following: Receiving referrals 24 hours/day, 7 days/week; Recording and retaining referral information; Following Ohio's screening guidelines based on Ohio Administrative and Revised Code and categorizing the child maltreatment type; Adherence to a protocol for making screening and differential response pathway decisions regarding referrals of suspected child abuse, neglect, and/or dependency within 24 hours from the time of the referral; Documenting case decisions; And assigning a response priority of emergency or non-emergency to any screened in report.

**Assessment and Investigation:** The capacity to investigate and assess accepted reports of suspected child abuse, neglect, and/or dependency, includes responding to emergency reports within one (1) hour and non-emergency reports within twenty-four (24) hours; Conducting an initial Safety Assessment using a standardized CAPM (Comprehensive Assessment Planning Model) tool within the timeline prescribed in the Ohio Administrative Code; Completing a more in-depth CAPM Family Assessment including a clinical and actuarial risk assessment within forty-five (45) calendar days with the option of a fifteen (15) day extension for extenuating circumstances as prescribed in the Ohio Administrative Code; Working collaboratively with other investigative agencies when appropriate; Making traditional response case dispositions within required timeframes; Evaluating the

need for protective, prevention, or supportive services and/or court involvement; and documenting all activities and case determinations.

**Service Provision:** The capacity to provide services that ameliorate, eliminate, or reduce future child maltreatment and the conditions which led to abuse, neglect, or dependency, includes providing service planning and case management coordination; Identifying and stating the concern and behavior change(s) needed for reunification to occur through the use of the CAPM Family Case Plan; Monitoring the family's case progress, measuring service outcomes, re-assessing safety and risk, and evaluating permanency options by using the CAPM Case Review and Semi-Annual Review tools; And adhering to existing visitation, documentation, and case closure protocols.

## II. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY

### A. CDJFS/PCSA (If a combined agency or stand-alone PCSA)

**SCCS** is the lead agency for the investigation of child abuse, neglect, or dependency in **Summit** County. **SCCS** will coordinate and facilitate meetings, establish standards and protocol for joint assessment/investigation with law enforcement, cross-referrals, collection of forensic evidence, confidentiality, and training of signatories as required by statute. Child Protective Services staff and management will also participate in meetings and trainings as deemed appropriate at the discretion of the Director.

### B. LAW ENFORCEMENT

The County Sheriff and each Chief of the local political subdivisions will have responsibility for: taking referrals/reports alleging child abuse and neglect from any source within their respective jurisdiction; Referring reports to **SCCS** as soon as possible or within **24 HOURS** for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with **SCCS** in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting **SCCS** in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with **SCCS** on interviews with principals of the case when there are serious criminal implications; Notifying **SCCS** of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to **SCCS's** requests for information regarding the status of the legal action; Providing police record checks for **SCCS** as necessary or requested as permitted by law; Consulting with **SCCS** prior to removal of a child from their home when possible; Handling and coordinating investigations involving a child fatality or near fatality which may have resulted from abuse or neglect.

### C. JUVENILE COURT

The most senior Juvenile Judge in point of service of the county or their representative, selected by the Judge, if more than one, will be responsible for

attending meetings concerning the MOU, entering into agreements with the other signatories of the MOU regarding the court's responsibility to timely hear and resolve child abuse, neglect, and dependency matters, signing the MOU, and updating the MOU or approving any amendment.

The juvenile court has a duty to exercise jurisdiction over adults and children to hear and decide matters as permitted by the Ohio Revised Code Chapters 2151 and 2152. The court is responsible for issuing orders regarding the care, protection, health, safety, mental and physical best interest of children. The Juvenile Judge shall ensure that due process of law is achieved; Hear evidence and issue findings of fact and conclusions of law as to any abused, neglected, or dependent child; Order timely and safe permanency dispositions for children; Preserve the family environment whenever possible while keeping the child(ren)'s health and safety paramount.

The Juvenile Court Clerk will collaborate with **SCCS**, County Prosecutor, and local law enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice to the necessary parties; Service of process; How to send and receive communications from the Clerk; Defining acceptable methods of communication; Best practices for handling emergency/ex parte motions and orders which require the removal of children and need to be acted upon in an expeditious manner; Date and timestamp process and any cut-offs; Determine how and when to expect decisions or entries to be communicated; Provide periodic training for those involved in the investigation of child abuse and neglect and the signatories of this MOU; Be available to **SCCS** management staff or the Prosecutor should questions arise.

#### **D. COUNTY PROSECUTOR**

The County Prosecutor shall report suspected cases of child abuse and neglect to **SCCS** or appropriate law enforcement agency. The County Prosecutor shall represent **SCCS** in legal actions to protect a child from further harm resulting from child abuse or neglect unless the Prosecutor has granted consent for the appointment of alternative legal counsel or an In-house PCSA Attorney pursuant to Ohio Revised Code chapters 309 and 305.

The prosecuting attorney may inquire into the commission of crimes within the county. The prosecuting attorney shall prosecute, on behalf of the state, all complaints, suits, and controversies in which the state is a party, except for those required to be prosecuted by a special prosecutor or by the attorney general. The County Prosecutor is to determine, based upon the facts, whether criminal culpability exists and if enough evidence exists for a matter to be prosecuted. The prosecutor will be available to law enforcement and **SCCS** staff for questions or assistance in the investigation of child abuse and neglect cases and eliminate the need for testimony at the municipal court level by allowing for direct presentation to the Grand Jury, when feasible, to minimize trauma to child victims. The prosecuting attorney agrees to aid **SCCS** in protecting the confidential nature of children services records and investigations; As well as

the special protection afforded to the identity of the reporting source.

**E. COUNTY DEPARTMENT OF JOB & FAMILY SERVICES**

Not Applicable *(if selected this section is not relevant.)*

If the **County of Summit Department of Job and Family Services** is a separate agency from **SCCS**, employees within the county agency are expected to report suspected cases of child abuse and neglect to **SCCS** or appropriate law enforcement agency upon receipt; Collaborate with **SCCS** to assist families in caring for their children; Assure that children at risk of abuse and neglect receive protective services; Assure service coordination for families already involved with **SCCS**; Promote ongoing communication between **County of Summit Department of Job and Family Services** and **SCCS** regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist **SCCS** upon request in obtaining case or assistance group information regarding a family when **SCCS** is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist **SCCS** in obtaining addresses and attempts to locate parents whose whereabouts are unknown, pursuant to OAC 5101:2-33-28; And where applicable and permitted assist **SCCS** in locating suitable relatives or kin that may be available as familial support for the child(ren) or as a placement option.

**F. LOCAL ANIMAL CRUELTY REPORTING AGENCY**

The local animal cruelty reporting agencies are to investigate reports of animal abuse and neglect within the county and, pursuant to ORC 2151.421, report suspected cases of child abuse and neglect that may be observed during the commission of their duties to **SCCS** or local law enforcement.

**G. CHILDREN'S ADVOCACY CENTER (Must include if agreement with CDJFS/PCSA exists. Option to skip this section if your agency does not have a formal agreement with a children's advocacy center.)**

Not Applicable *(if selected this section is not relevant.)*

The Children's Advocacy Center (CAC) will establish internal protocols regarding the investigation of CAC cases, participate in training as needed, work jointly and cooperatively in their established role with the other team members in the investigation of CAC cases, and attend and exchange information when meeting with **SCCS**, law enforcement, and other signatories of this agreement.

**H. CLERK OF COUNTY COMMON PLEAS COURT (Optional per statute, but benefits to inclusion should be considered per county)**

Not Applicable *(if selected this section is not relevant.)*

The Clerk of County Common Pleas Court will collaborate with **SCCS**, County Prosecutor, and local law enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice to the necessary parties; Service of process; How to send and receive communications from the Clerk; Defining acceptable methods of communication; Best practices for handling emergency/ex parte motions and orders which require the removal of children and need to be acted upon in an expeditious manner; Date and timestamp process and any cut-offs; Determine how and when to expect decisions or entries to be communicated; Provide periodic training for those involved in the investigation of child abuse and neglect and the signatories of this MOU; Be available to **SCCS** management staff or the Prosecutor should questions arise.

### **III. SCOPE OF WORK**

The key objective of this MOU is to clearly define the roles and responsibilities of each agency in the provision of child protective services.

#### **A. Mandated reporters and penalty for failure to report**

Persons identified as mandated reporters per Ohio Revised Code section 2151.421, while acting in official or professional capacity, shall immediately report knowledge or reasonable cause to suspect the abuse or neglect of a child in accordance with that section. Reports shall be made to **SCCS** or a law enforcement officer.

The penalty for the failure of a person required to report any suspected case of child abuse and/or neglect pursuant to ORC section 2151.421 shall be a misdemeanor of the fourth degree. The penalty is a misdemeanor of the first degree if the child who is the subject of the required report that the offender fails to make suffers or faces the threat of suffering the physical or mental wound, injury, disability or condition that would be the basis of the required report when the child is under the direct care or supervision of the offender who is then acting in the offender's official or professional capacity or when the child is under the direct care or supervision of another person over whom the offender, while acting in the offender's official or professional capacity, has supervisory control. Failure to report suspected child abuse and/or neglect may also result in civil liability in the form of compensatory or exemplary damages.

#### **B. System for receiving reports**

Reports of child abuse or neglect shall be made to **SCCS** or any law enforcement officer with jurisdiction in **Summit** County. If **SCCS** contracts with an outside source to receive after-hour calls, a copy of the signed agreement shall be attached to this MOU which indicates that all reports with identifying and demographic information of the reporter and principals will be forwarded to a designated children services worker within an hour of receipt, confidentiality requirements will be met, and how the public is informed of after-hours reporting opportunities.

**Reports of child abuse shall be made to SCCS or any law enforcement**

**officer in Summit County.**

**Situations which, in the judgment of law enforcement officers or officials of other agencies or organizations, require Children Services intervention, can be reported to SCCS by telephone twenty-four (24) hours per day at (330) 434-KIDS. Written or in-person reports may be made to SCCS at 264 S. Arlington St., Akron, OH 44306 during business hours. SCCS contracts with the Summit County Sheriff to answer calls to (330) 434-KIDS afterhours. Where the Juvenile Court issues a written order for a referral to SCCS, the Court will ensure there is a corresponding call made to (330) 434-KIDS or a confidential Court referral form is provided to SCCS to ensure SCCS is notified of the order for a referral.**

When a law enforcement officer receives a report of possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, the law enforcement officer shall refer the report to the appropriate PCSA unless an arrest is made at the time of the report that results in the appropriate PCSA being contacted concerning the alleged incident involving the child.

When **SCCS** screens in a report of child abuse, **SCCS** shall notify the appropriate law enforcement agency of the report, unless law enforcement is present and an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child abuse.

When **SCCS** screens in a report of child neglect, and an active safety threat is identified within the first seven days of the assessment/investigation, **SCCS** shall notify the appropriate law enforcement agency within the first seven days of the assessment/investigation. Unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child neglect.

### **C. Responding to mandated reporters**

When **SCCS** receives a referral from a mandated reporter who provides their name and contact information, **SCCS** shall forward an initial mandated reporter notification to the referent reporter within seven days. Information shared with the mandated reporter shall include the information permitted by ORC 2151.421(L):

- Whether the agency or center has initiated an investigation of the report;
- Whether the agency or center is continuing to investigate the report;
- Whether the agency or center is otherwise involved with the child who is the subject of the report;
- The general status of the health and safety of the child who is the subject of the report;
- Whether the report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.

When **SCCS** closes an investigation/assessment reported by a mandated reporter, **SCCS** shall forward an outcome mandated reporter notification to the referent reporter. Information shared with the mandated reporter shall be that permitted by ORC 2151.421 to include a notification of the outcome and/or that the agency has closed the investigation along with a point of contact.

**D. Roles and responsibilities for handling emergency cases of child abuse, neglect, and dependency**

**1. PCSA's Response Procedure**

Upon initiating an assessment/investigation in response to concerns of child abuse or neglect, a **SCCS** caseworker attempts to make contact with the family within twenty-four (24) hours. If the children are found to be in an emergency situation, the caseworker shall implement a safety plan. If a safety plan cannot be enacted, the caseworker shall call local law enforcement to determine whether the children should be removed pursuant to Juvenile Rule 6 or **SCCS** will approach the Summit County Juvenile Court for an ex-parte order of emergency temporary custody. When requested, a caseworker can meet the law enforcement officer at any location within Summit County to take physical custody of a child who is being removed from their home pursuant to Juvenile Rule 6. **SCCS** cannot accept physical custody of a child where a safe placement for the child is not able to be identified.

**2. Law Enforcement and Summit County CAC Response Procedure**

For emergency reports, contact must be made immediately with the Summit County Children's Advocacy Center (CAC), which is housed at Akron Children's Hospital. The CAC Coordinator must immediately notify the other CAC team members of the report.

If the report is received after working hours, each agency shall have an on-call system so the appropriate members can be notified. It is the responsibility of each CAC member agency to have a team member available to represent the function of their agency. It is expected that team members shall be available to respond to the Children's Advocacy Center within one hour of notification.

Law enforcement is available twenty-four (24) hours per day to respond to reported incidents of abuse and/or neglect.

**3. Children in Need of Medical Attention Special Response Procedures**

**In General**

**Children should be taken to the Akron Children's Hospital (ACH) Emergency Department immediately when they:**

- Are at risk of being a harm to themselves or others.**
- Are experiencing acute mental health symptoms.**
- Are suspected of being or are alleged to have been a recent victim of sexual abuse (within 72 hours).**
- Appear to be suffering from medical neglect.**
- Are displaying injuries that are in need of diagnosis and treatment.**
- Are diabetic and in SCCS custody.**
  - a. Diabetic children are assessed and admitted, if necessary, to allow for caregiver training.**
- Are suspected of having been exposed to a methamphetamine lab.**

**At ACH, the care of children who are suspected to have been abused or neglected is coordinated through the C.A.R.E. Center (330-543-8453) and the ACH Social Work Department (330-543- 8830). SCCS agrees to contact and network with the C.A.R.E. Center and the Social Work Department when providing services at ACH. In order to establish good communication between SCCS and ACH, all newly hired SCCS caseworkers shall participate in an orientation session at ACH, coordinated by the Social Work Department. Prior to transporting a child to ACH, staff should contact the Emergency Department Social Worker by calling the C.A.R.E. Center (330-543-8453) to arrange for the child's timely evaluation.**

**A telephone report should be made to SCCS at (330) 434-KIDS by the hospital, police, or other legally authorized individual as soon as possible after the child has been admitted to ACH.**

**An SCCS caseworker shall meet the law enforcement or other agency official at ACH. The evaluation of the child shall be carried out under the direction of the C.A.R.E. Center staff or their designated personnel.**

**The SCCS caseworker shall evaluate what action should be taken for the child's protection based on discussion with medical staff, parents, the child, law enforcement, and other collateral contacts.**

**Records**

**To avoid delays in the release of hospital medical records, SCCS staff shall provide ACH with a written Release of**

**Information signed by the child's custodian when requesting chart information which is not being used to document abuse and neglect.**

**Summit County Multidisciplinary Team**

**ACH hosts the Multidisciplinary Team, which is chaired by SCCS. This committee is composed of staff from ACH, SCCS, law enforcement, the Courts, prosecutors, and others involved in reporting and investigating child abuse and neglect in Summit County. This meeting will be scheduled quarterly. The committee identifies opportunities to improve the care of children served by multiple organizations and implements community service system improvements when appropriate.**

**E. Standards and procedures to be used in handling and coordinating investigations of reported cases of child abuse and/or neglect**

Methods to be used in interviewing the child who is the subject of the report and who allegedly was abused and/or neglected, alleged perpetrators, and other family members and witnesses/collaterals will be discussed and agreed upon in advance by **SCCS** and the corresponding law enforcement agency.

To the extent possible investigative interviews of children who are the alleged victims of reports of abuse and/or neglect where criminal activity is suspected, including reports of human trafficking, are cooperatively planned by **SCCS** and the law enforcement agency of the jurisdiction.

Every effort will be made by the signatories of this MOU to prevent or reduce duplicate interviews of the victims or witnesses. When feasible, to reduce trauma complete only one interview with the alleged child victim/ child subject of the report. **SCCS** agrees to be the lead agency in scheduling the time, place, and location of joint interviews as well as notifying all participants.

Before starting the interview, the participants will determine who is to be present in the room, who will be asking the questions, what areas are to be covered, and who will be the scribe for the interview. Audio and video recordings may be used when necessary.

When law enforcement or the prosecutor's office interviews a participant in a criminal investigation and a representative of **SCCS** is not present, the interviews conducted by law enforcement or the prosecutor's office may be used by **SCCS** to meet the agency investigative requirements set forth in rule. Law enforcement or the prosecutor's office will forward a written summary of the interview to **SCCS** upon request.

**SCCS** agrees not to proceed without the advice and consent of the prosecutor's office when a criminal investigation is being conducted

concurrently. **SCCS** will not jeopardize a criminal investigation but will work with law enforcement to protect the safety of the child victim or witnesses. Law enforcement will be the lead agency in the collection of forensic evidence and will coordinate with the necessary facilities to obtain and store such evidence properly.

#### **Interview of Alleged Child Victim**

**For all non-emergency reports assigned to the Traditional response pathway, SCCS must attempt a face-to-face contact or complete a telephone contact within twenty-four (24) hours with a principal or collateral source to ensure that the child is safe.**

**For all non-emergency reports assigned to the Alternative Response pathway, within twenty-four (24) hours from the time the referral was screened in as a report, SCCS must complete one of the following activities with a principal of the report or a collateral source who has knowledge of the child's current condition and can provide current information about the child's safety:**

- Attempt a face-to-face contact with the parent, child or collateral source.**
- Attempt a telephone contact with the parent or collateral source.**
- Send a letter to the parent, guardian or custodian acknowledging receipt of a report and inviting the family to engage with SCCS.**

#### **Interviews of Alleged Perpetrator**

**SCCS shall conduct and document face-to-face interviews with the alleged perpetrator and all adults residing in the home of the alleged child victim, unless law enforcement or the County Prosecutor are actively investigating the alleged perpetrator in order to:**

- Assess his/her knowledge of the allegation.**
- Observe the interaction between the alleged child victim and caretaker.**
- Obtain relevant information regarding the safety and risk to the child.**
- Pursue criminal charges.**

**If law enforcement is not present for the interview with the alleged perpetrator, a written summary can be forwarded to the appropriate law enforcement agency at their request. SCCS shall follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the forty-five (45) day time frame. The timeframe can be extended if necessary to a maximum of sixty (60) days if law enforcement needs additional time, however, SCCS must make a disposition within the sixty (60) day timeframe.**

- F. Standards and procedures addressing the categories of persons who may interview the child who is the subject of the report and**

## **who allegedly was abused or neglected**

The categories of personnel who may conduct interviews of children who are the subjects of reports of alleged abuse, neglect, and/or dependency are limited to the following:

- Casework and supervisory staff of **SCCS or other PCSAs**
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff
- **Appropriate Summit County CAC personnel**
- **Other county-specific personnel as applicable**

### **G. Standards and procedures for SCCS requests for law enforcement assistance**

**SCCS** may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist:

- An exigent circumstance exists.
- **SCCS** has reason to believe that the child is in immediate danger of serious harm.
- **SCCS** has reason to believe that the worker is, or will be, in danger of harm.
- **SCCS** has reason to believe that a crime is being committed, or has been committed, against a child.
- **SCCS** worker must conduct a home visit after regular **SCCS** business hours and a law enforcement escort is requested as a standard operating procedure.
- **SCCS** is removing a child from his or her family via an order of the court and the assistance of law enforcement is needed as **SCCS** has reason to believe the family will challenge the removal.
- **SCCS** is working with a client who has a propensity toward violence and the assistance of law enforcement is needed to ensure the safety of all involved.
- **SCCS** is working with a family that has historically threatened to do harm to PCSA staff.

### **H. Specialized Investigations or Circumstances**

To the extent possible, investigative interviews of children who are the alleged child victims/child subjects of the report of abuse and neglect where criminal activity is suspected, including reports of human trafficking, physical and sexual abuse, domestic violence, child endangering, or the like, are cooperatively planned by **SCCS** and the law enforcement agency of jurisdiction.

## 1. Out-of-Home Care

**SCCS** conducts an out-of-home care investigation in response to a child abuse or neglect report that includes an alleged perpetrator who meets one or more of the following criteria:

- Is a person responsible for the alleged child victim's care in an out-of-home care setting as defined in rule 5101:2-1-01 of the Administrative Code.
- Is a person responsible for the alleged child victim's care in out-of-home care as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim by virtue of his/her employment by or affiliation to an organization as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim through placement in an out-of-home care setting.

**SCCS** follows the procedures for conducting out-of-home care investigations as described in section 5101:2-36-04 of the OAC.

## 2. Third-Party Investigations

In accordance with section 5101:2-36-08 of the OAC, **SCCS** shall request a third-party investigation be conducted by a local law enforcement agency or a PCSA in a contiguous county when there is potential for a conflict of interest because one of the following parties is a principal of the report:

- Any employee of an organization or facility that is licensed or certified by the Ohio Department of Job and Family Services (ODJFS) or another state agency and supervised by the PCSA.
- A foster caregiver, pre-finalized adoptive parent, adoptive parent, relative, or kinship caregiver who is recommended, approved, or supervised by the PCSA.
- A type B family childcare home or type A family childcare home licensed by ODJFS when the CDJFS has assumed the powers and duties of the county children services function defined in Chapter 5153. of the Revised Code.
- Any employee, or agent of ODJFS or the PCSA as defined in Chapter 5153. of the Revised Code.
- Any authorized person representing ODJFS or the PCSA who provides services for payment or as a volunteer.
- A foster caregiver or an employee of an organization or facility licensed or certified by ODJFS and the alleged child victim is in the custody of, or receiving services from, the PCSA that accepted the report.
- Any time a PCSA determines that a conflict of interest exists. The PCSA shall document in the case record if a conflict of interest is

identified.

**SCCS** shall request that law enforcement serve as the third party when a report alleges a criminal offense. **SCCS** must request the assistance of a third party within 24 hours of identifying that a conflict of interest exists.

**The assessment/investigation documentation and any materials obtained as a result of the assessment/investigation including the third-party assessment/investigation report from law enforcement or the non-lead PCSA shall be maintained in the case record.**

**SCCS shall comply with all procedures pursuant to rule 5101:2-36-03 or 5101:2-36-04 of the Administrative Code.**

**3. Child Fatality- Suspected cause of death is abuse or neglect**

**SCCS** is governed by ORC section 307.622 and must have a child fatality review board.

**Any child death shall be referred to the Summit County Child Fatality Review Board, which is composed of representatives from key law enforcement, public health, and child serving agencies and citizens of the community and is designed to identify the causes of such deaths and make recommendations to reduce incidents of preventable deaths in Summit County.**

**4. Child Fatality- Death of a child in the custody of SCCS**

**SCCS** follows section 5101:2-42-89 of the OAC following the death of a child in its custody.

**SCCS will also follow its Critical Injury Review and Response Policy/Procedure.**

**5. Allegations of withholding medically indicated treatment from disabled infants with life-threatening conditions**

**SCCS** follows the procedures described in section 5101:2-36-07 of the OAC for responding to these reports.

The withholding of medically indicated treatment is the refusal to provide appropriate nutrition, hydration, medication, or other medically indicated treatment from a disabled infant with a life-threatening condition.

Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; in addition to, the completion of appropriate

evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.

In determining whether treatment is medically indicated, reasonable medical judgments made by a prudent physician, or treatment team, knowledgeable about the case and its treatment possibilities are considered. The opinions about the infant's future "quality of life" are not to bear on whether a treatment is judged to be medically indicated. Medically indicated treatment does not include the failure to provide treatment to a disabled infant if the treating physician's medical judgment identifies any of the situations listed in OAC section 5101:2-36-07(A)(3)(a-d).

**SCCS maintains current contact information for appropriate health care facilities within Summit County, including Akron Children's Hospital. Such contact information includes for the purpose of allegations involving the withholding of medically indicated treatment and any health care facility review committees. SCCS will endeavor towards intervention in cases involving alleged withholding of medical treatment where applicable under law and regulation. SCCS will adhere to its policy/procedure for conducting assessments and investigations relative to such allegations.**

- 6. Allegations of child abuse and/or neglect constituting a crime against a child, including human trafficking, and require a joint assessment/investigation with law enforcement**

**SCCS will ensure child safety and will not compromise its assessment or investigation during a concurrent criminal investigation by law enforcement. SCCS will assist law enforcement in accordance with applicable laws and regulations. SCCS will give consideration to the criminal investigation and will coordinate with law enforcement where possible, but SCCS will always endeavor towards child safety and completion of its assessment and investigation as mandated by law. SCCS must proceed with its assessment and investigation within thirty (30) days of receiving a referral due to mandated timeframes.**

- 7. Reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and delinquent child**

**If SCCS receives such a report, SCCS is responsible for notifying law enforcement by telephone and follow up in writing with the standard report to ODJFS Central Registry within twenty-four (24) hours.**

When law enforcement receives a report from **SCCS**, the department must begin an investigation within seventy-two (72) hours, depending upon the seriousness of the report.

Upon completion of the investigation, the law enforcement agency shall determine an appropriate course of action for the case. The law enforcement agency shall also forward **SCCS** a written summary of the investigation/action taken within five (5) days of concluding an investigation.

8. Reports involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court by leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution

If **SCCS** receives such a report, **SCCS** is responsible for notifying law enforcement by telephone and follow up in writing with the standard report to ODJFS Central Registry within twenty-four (24) hours.

When law enforcement receives a report from **SCCS**, the department must begin an investigation within seventy-two (72) hours, depending upon the seriousness of the report.

Upon completion of the investigation, the law enforcement agency shall determine an appropriate course of action for the case. The law enforcement agency shall also forward **SCCS** a written summary of the investigation/action taken within five (5) days of concluding an investigation.

9. Receiving and responding to reports of missing children

Upon learning that a minor child has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent **SCCS** shall:

- Refer the reporter to the law enforcement agency in the appropriate jurisdiction.
- Contact the law enforcement agency for entry into the National Crime Information Center (NCIC) database if the child is in **SCCS** custody.
- Contact the National Center for Missing and Exploited Children (NCMEC) if the child is in **SCCS** custody.

Upon request of law enforcement, **SCCS** shall provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by **SCCS** which may be relevant in the investigation.

Law enforcement shall notify **SCCS** upon learning that a minor child who is alleged to be in the child services system or who is known or suspected to be abused or neglected has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent.

## **I. Standards and procedures for removing and placing children**

### **1. Emergency**

Emergency removal of a child from home is necessary when the child is at imminent risk of harm and in need of protection from abuse, neglect, or dependency.

An ex parte order may be issued with or without a complaint being filed. Prior to taking the child into custody the judicial fact-finder must make a determination that reasonable efforts were made to notify the child's parents, guardian, or custodian, or there were reasonable grounds to believe doing so would jeopardize the safety of the child, or lead to the removal of the child from the jurisdiction.

Juv. R 6 orders can be issued in-person, by phone, video conference, or otherwise. Reasonable grounds must exist to believe the child's removal is necessary to prevent immediate or threatened physical or emotional harm.

Findings must be made that the agency either did or did not make reasonable efforts to prevent the removal of the child from their home with a brief description of services provided and why those did not prevent the removal or allow the child to return home, and if temporary custody is granted to the PCSA an additional finding that it would be contrary to the welfare and best interest of the child to continue in the home. If granted, a shelter care hearing must be scheduled the next business day (but not later than seventy-two hours) after the emergency order has been issued. If the ex parte motion is denied the matter must be set for a shelter care hearing within ten days from the filing date.

**SCCS is committed to preventing the removal of any child from their home and makes reasonable efforts to prevent such a removal. When possible, SCCS provides supportive services in order to prevent removal of a child from their home and to allow that child to remain safely in their own home. If a child cannot safely remain in his or her home, SCCS seeks the least restrictive placement alternative that provides for the greatest continuity in the child's life.**

**When emergency removal of a child from home is necessary, SCCS shall consider emergency removal procedures in the**

following order:

I. Filing a complaint in the Summit County Juvenile Court alleging the child to be an abused, neglected, dependent, or deserted child and petitioning the Court for an ex-parte emergency order to remove the child due to the urgent nature of the child's removal.

a. If the Juvenile Court has been petitioned, SCCS is not required to duplicate any written notices that have previously been provided by a Court officer or Court employee.

II. Requesting the assistance of a law enforcement officer to execute an emergency removal of a child from their home pursuant to Juvenile Rule 6 (JR6).

a. SCCS shall request assistance from the appropriate law enforcement agency to remove a child when any of the following conditions exist:

- i. SCCS is unable, due to the immediacy of the situation, to obtain a court order authorizing the emergency removal of the child.
- ii. SCCS is denied entry into the home or access to the child.
- iii. The parent, guardian, custodian or child offers physical resistance to the emergency removal.
- iv. The safety of the child or SCCS employee is jeopardized.

b. If law enforcement has removed a child from his or her home pursuant to Juvenile Rule 6, SCCS must petition the Court for an order authorizing the continued removal of the child within twenty-four hours of the JR6 or the next business day, unless SCCS deems it appropriate to allow the child to return to the custody of the party from whom the child was removed.

When SCCS explores relative placements but determines them to be unavailable or unsuitable, SCCS shall ensure that the temporary emergency care for the child is in the least-restrictive, most family like setting available to meet the needs of the child in accordance with the Ohio Revised Code.

## 2. Non-emergency

Upon receiving a report alleging child abuse, neglect, and/or dependency, **SCCS** commences an investigation in accordance with the requirements of section 2151.421 of the ORC. If the final case decision rises to the level of court involvement, **SCCS** shall approach the juvenile court and file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27. The matter will be set for a shelter care/preliminary protective hearing expeditiously by the

juvenile court.

Reasonable oral or written notice of the time, place, and purpose of the hearing must be provided to the parents, guardian, or custodian unless they cannot be found. The same parties are also entitled to notification that a case plan may be prepared, the general requirements, and possible consequences of non-compliance with the case plan.

The parties will be served with the complaint and summons to appear before the juvenile court. Unrepresented parties are advised by the juvenile court of their right to counsel. Counsel is appointed for children when abuse is alleged. A Guardian Ad Litem is appointed to all children subject of abuse, neglect, or dependency proceedings. A separate guardian ad litem may be appointed to minor parents or parents who appear mentally incompetent.

The judicial fact-finder must determine whether there is probable cause that the child is abused, neglected, or dependent; the child is in need of protection, whether or not there is an appropriate relative or kin willing to assume temporary custody of the child, reasonable efforts were made by **SCCS** to prevent the removal or continued removal or to make it possible for the child to return home safely, and for temporary custody orders to **SCCS** that it would be contrary to the welfare and best interest of the child to continue in the home. All other temporary orders should be requested and considered at this time.

**J. Optional Section(s)**

Not Applicable *(if selected this section is not relevant.)*

**Maintaining Operations, including but not limited to, receiving and investigating child abuse and/or neglect reports in the event of a disaster - SCCS and the Stark County Department of Job and Family Services have a mutual agreement to ensure the maintaining of operations in the event of disaster as needed.**

**Deserted Child**

**"Deserted child" is a child whose parent has voluntarily delivered the child to an emergency medical service worker, peace officer, or hospital employee without expressing intent to return for the child and who, pursuant to sections 2151.3515 to 2151.3535 of the O.R.C., is fewer than thirty-one (31) days old.**

**SCCS follows section 5101:2-36-06 of the O.A.C. and its "Deserted Child/Safe Haven Requirement for Investigation/Assessment" Policy/Procedure for responding to such reports.**

**IV. TRAINING**

Cross system training is to be provided to and a plan developed by all signatories

of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic trainings events will be coordinated by **SCCS** as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

**V. CONFLICT RESOLUTION**

Not Applicable *(if selected this section is not relevant.)*

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable this MOU must set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness.

As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse, neglect investigations lie with **SCCS**. Every effort will be made to take in to account other subscribers' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the prosecuting attorney and appropriate law enforcement agencies. **SCCS** will assist these agencies, but in no way, interfere or jeopardize a criminal investigation or prosecution.

For cases which come before the court as it relates to decisions and orders, the Juvenile Judge's rulings are final.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process the PCSA is to consult with the County Prosecutor to explore available remedies.

**VI. CONFIDENTIALITY STATEMENT**

Any report made in accordance with ORC section 2151.421 is confidential. Both the information and the name of the person who made the report under section 2151.421 shall not be released to the public for use and shall not be used as evidence in any civil action or proceeding brought against the person who made the report.

Children services records are not public records and are exempt from Ohio's Sunshine Laws under ORC 149.43. Children Services records are confidential in nature and should be treated accordingly.

ORC section 2151.423 requires **SCCS** to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state, or local government entity that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, **SCCS**, and other entities are

expected to release information to **SCCS** for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

**With regard to receiving a request for disclosure to the public regarding information about a case of child abuse or neglect, such disclosure is prohibited by SCCS where there would be harm to the child or family, it would jeopardize a criminal investigation or proceeding, or it would interfere with the protection of those who report child abuse or neglect. Law enforcement will give consideration to these factors in deciding any disclosures to the public relative to cases of child abuse or neglect. Any disclosures to the public will adhere to OAC section 5101:2-33-21, and SCCS will disclose information to the public only as authorized by its Executive Director or designee.**

The confidentiality provisions of this MOU will survive the expiration or termination of this agreement.

Information regarding the report and/or investigation of alleged abuse or neglect may be shared only when dissemination is authorized by OAC section 5101:2-33-21 and in accordance with the procedures outlined in OAC section 5101:2-33-21. The unauthorized dissemination of confidential information is a misdemeanor and is punishable by law.

In the event of unauthorized dissemination of information, the party who learns of the breach of confidentiality will notify the Director of **SCCS** as soon as possible. The notification will be sent to the Director in writing describing the circumstances surrounding the breach. The notification will specify the confidential information released, who is responsible for disseminating the confidential information, how it was disseminated, and the parties who have access to the information without authorization. The Director of **SCCS** shall then refer this information to the prosecutor at their discretion.

In the event of a failure of a mandated reporter to file a report of suspected abuse or neglect of a child, the party who learns of the failure will notify the Director of **SCCS** as soon as possible. The notification will be sent to the Director in writing describing the circumstances surrounding the failure. The notification will specify the failure and who is responsible. The Director of **SCCS** shall then refer this information to the prosecutor at their discretion.

## **VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS**

This MOU must be retained for a period of at least seven years per the state of Ohio records retention schedule. Please refer to **SCCS** records retention policy for information on forms to be completed and processes to be followed for the destruction of records.

Consultation among the signatories will be done in person, whenever practicable. When an in-person meeting is not possible the signer may employ the use of alternative methods of communication including but not limited to MS Teams,

Skype, Zoom, or telephone as agreed upon by all members. When **SCCS** is seeking consultation with a signer of this memorandum regarding an active referral of child abuse and/or neglect and has met in person or spoken with another signer, **SCCS** will make written contact with the appropriate agency by the next working day to request the needed information and make the referral in writing.

The required members shall review and evaluate the terms and conditions of the MOU every biennium. All required members to the MOU will sign the new or updated agreement.

This MOU does not inhibit good faith compliance with a subpoena issued by a Grand Jury or in a criminal case. Dissemination of records pursuant to the State's discovery obligations is authorized. However, work product and other privileges are expected to be upheld.

Failure to follow the procedure set forth in the MOU by the concerned officials is not grounds for, and shall not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of reported child abuse or child neglect and does not give, and shall not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person.

This MOU shall be governed by and construed in accordance with applicable state and federal laws and regulation. In the event any portion of this MOU is inconsistent with state or federal law, that portion shall be without effect as if stricken from the document and the remaining portion shall remain in full force and effect.

**VIII. SIGNATURES OF EACH PARTICIPATING AGENCY:**

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU

If any individual serving as a signatory changes mid-term, **SCCS** is to provide the new required member with the current memorandum. The new member remains bound by the most recently approved version of the memorandum. Their signature is to be obtained and submitted on or before the next biennial review.

A required member to this agreement may terminate their involvement in the MOU for good cause upon giving reasonable written notice to the other required members in this MOU.

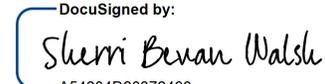
*Signatures appear on the following pages.*

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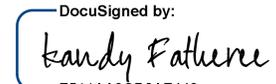
Signature: \_\_\_\_\_  
Agency: Summit County Children Services  
Name: Cassandra A. Holtzmann  
Title: Executive Director

DocuSigned by:  
  
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Signature: \_\_\_\_\_  
Agency: Summit County Juvenile Court  
Name: Linda Tucci Teodosio  
Title: Juvenile Court Judge

DocuSigned by:  
  
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Signature: \_\_\_\_\_  
Agency: Summit County Prosecutor's Office  
Name: Sherri Bevan Walsh  
Title: Summit County Prosecutor

DocuSigned by:  
  
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Signature: \_\_\_\_\_  
Agency: Summit County Sheriff's Office  
Name: Kandy Fatheree  
Title: Summit County Sheriff

DocuSigned by:  
  
Signature: CBD33E40D287473...  
Agency: County of Summit  
Name: Ilene Shapiro  
Title: County Executive

DocuSigned by:  
  
Signature: 1638BB1760E8457...  
Agency: Akron Children's Hospital  
Name: Tina Sanzone  
Title: Vice President, Access and Navigation

DocuSigned by:  
  
Signature: 7B2DE2DAC1FB4C0...  
Agency: Humane Society of Summit County  
Name: Diane Johnson-Owens  
Title: Pres/CEO

DocuSigned by:  
  
Signature: CE8EC7612F554C0...  
Agency: Summit County Department of Job and Family Services  
Name: Terri Burns  
Title: Director

DocuSigned by:  
*Steve Mylett*  
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Signature: \_\_\_\_\_  
City Akron Police Department

Agency: \_\_\_\_\_  
Stephen L. Mylett

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Jerome Klue*  
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Signature: \_\_\_\_\_  
Akron childrens's Hospital Police

Agency: \_\_\_\_\_  
Jerome T. Klue

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Vince Morber*  
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Signature: \_\_\_\_\_  
Barberton Police Department

Agency: \_\_\_\_\_  
Vincent Morber

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Vito Sinopoli*  
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Signature: \_\_\_\_\_  
Bath Township Police Dept.

Agency: \_\_\_\_\_  
vito F. Sinopoli

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Chad McArdle*  
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Signature: \_\_\_\_\_  
Boston Heights Police Department

Agency: \_\_\_\_\_  
Chad McArdle

Name: \_\_\_\_\_  
Police Chief

Title: \_\_\_\_\_

DocuSigned by:  
*Michael Mier*  
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Signature: \_\_\_\_\_  
COPLEY POLICE DEPARTMENT

Agency: \_\_\_\_\_  
MICHAEL MIER

Name: \_\_\_\_\_  
CHIEF OF POLICE

Title: \_\_\_\_\_

DocuSigned by:  
*Jack Davis*  
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Signature: \_\_\_\_\_  
Cuyahoga Falls Police Department

Agency: \_\_\_\_\_  
Jack Davis

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Terrance Wisener*  
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Signature: \_\_\_\_\_  
Fairlawn Police Department

Agency: \_\_\_\_\_  
Terrance Wisener

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

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Signature: \_\_\_\_\_  
New Franklin Police Department

Agency: \_\_\_\_\_  
Daniel Bickett

Name: \_\_\_\_\_  
Police Chief

Title: \_\_\_\_\_

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Signature: \_\_\_\_\_  
Hudson Police Department

Agency: \_\_\_\_\_  
Chief Perry Tabak

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

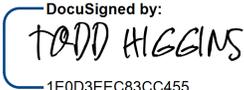
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Signature: \_\_\_\_\_  
Macedonia Police Department

Agency: \_\_\_\_\_  
Vince Yakopovich

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

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Signature: \_\_\_\_\_  
Mogadore Police Department

Agency: \_\_\_\_\_  
Todd F Higgins

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Steven Dunton*  
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Signature: \_\_\_\_\_  
Munroe Falls Police Department

Agency: \_\_\_\_\_  
Steven S Dunton

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Brian Zajac*  
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Signature: \_\_\_\_\_  
Northfield Village Police Department

Agency: \_\_\_\_\_  
Brian Zajac

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*John Delassandro*  
7181A788B1A04B9...

Signature: \_\_\_\_\_  
Norton Police Department

Agency: \_\_\_\_\_  
John A. Dalessandro

Name: \_\_\_\_\_  
Chief

Title: \_\_\_\_\_

DocuSigned by:  
*Jay Nagy*  
17C5F73E0DEB4CF...

Signature: \_\_\_\_\_  
Peninsula Police Department

Agency: \_\_\_\_\_  
Jay Nagy

Name: \_\_\_\_\_  
Chief

Title: \_\_\_\_\_

DocuSigned by:  
*Marco Berquist*  
C8EC983D1FC747D...

Signature: \_\_\_\_\_  
Reminderville Police Department

Agency: \_\_\_\_\_  
Marco Berquist

Name: \_\_\_\_\_  
chief

Title: \_\_\_\_\_

DocuSigned by:  
*Michael Swanson*  
D00532FAE6A6425...

Signature: \_\_\_\_\_  
Richfield Police

Agency: \_\_\_\_\_  
Michael Swanson

Name: \_\_\_\_\_  
chief

Title: \_\_\_\_\_

DocuSigned by:  
*David Hayes*  
6EDE4D36556F45D...

Signature: \_\_\_\_\_  
Sagamore Hills Police Department

Agency: \_\_\_\_\_  
David E. Hayes

Name: \_\_\_\_\_  
Police Chief/Administrator

Title: \_\_\_\_\_

DocuSigned by:  
*Jamie Norris*  
DE4AE0A280F3452...

Signature: \_\_\_\_\_  
silver lake police department

Agency: \_\_\_\_\_  
Jamie Norris

Name: \_\_\_\_\_  
chief

Title: \_\_\_\_\_

DocuSigned by:  
*Jack Simone*  
66118D08D8D740B...

Signature: \_\_\_\_\_  
Springfield Township Police

Agency: \_\_\_\_\_  
Jack B. Simone

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Roy Smith*  
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Signature: \_\_\_\_\_  
Lakemore Police Department

Agency: \_\_\_\_\_  
Roy Smith

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Jeffrey Film*  
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Signature: \_\_\_\_\_  
Stow Police Department

Agency: \_\_\_\_\_  
Jeffrey Film

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Douglas Bohon*  
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Signature: \_\_\_\_\_  
Tallmadge Police Department

Agency: \_\_\_\_\_  
Douglas Bohon

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Thomas Mason*  
77E13D889447473...

Signature: \_\_\_\_\_  
Twinsburg Police

Agency: \_\_\_\_\_  
Thomas Mason

Name: \_\_\_\_\_  
Chief of Police

Title: \_\_\_\_\_

DocuSigned by:  
*Douglas Shepard*  
A4E6B4C7BF1C4CE...

Signature: \_\_\_\_\_  
Summit Metro Parks

Agency: \_\_\_\_\_  
Douglas J Shepard

Name: \_\_\_\_\_  
Chief Park Ranger

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IX. Refusal to Sign**  Not Applicable *(if selected this section is not relevant.)*

**SCCS** attests they attempted to obtain the signature of all required participating agencies as set forth in Section II of this memorandum and as mandated through section 2151.4210 of the Revised Code. However, the following agency(ies) or individual(s) refused to sign this MOU.

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Date:

Agency, Name, Title:

Reason the individual refused to sign:

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Date:

Agency, Name, Title:

Reason the individual refused to sign:

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Agency, Name, Title:

Reason the individual refused to sign:

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Agency, Name, Title:

Reason the individual refused to sign:

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Reason the individual refused to sign:

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Date:

Agency, Name, Title:

Reason the individual refused to sign:

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## **ATTACHMENTS**

**Agreement between SCCS and the Summit County Sheriff for Call Answering Services is attached.**

**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 Cassandra A. Holtzmann, JD, LPA, duly authorized, with its office located at 264 South Arlington Street, Akron, Ohio 44306, and the County of Summit, Ohio, by Ilene Shapiro, the County Executive (hereinafter "County"), as duly authorized, with its offices located at 175 South Main Street, Akron, Ohio 44308 and by Kandy Fatheree, 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 10:00 P.M. to 8:00 A.M. Sunday through Friday and 10:00 P.M. to 9:00 A.M. Friday through Sunday.
  - 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 a **one (1) year** ("Term") commencing on **July 1, 2023** and continuing until **June 30, 2024** ("Termination Date") unless earlier terminated as provided for herein. This Agreement may be extended for two (2) additional one (1) year terms by written agreement executed by the parties to this Agreement. If a new Agreement or extension 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 July 1, 2017, attached hereto as **Exhibit A** and incorporated herein

as if fully rewritten. If there are any conflicts with this document and **Exhibit A**, then this document controls and takes precedence.

**A. Service Requirements**

- 1) Sheriff will provide "after-hours" telephone referral answering services seven (7) days per week inclusive of holidays:
  - i. 10:00 P.M. to 8:00 A.M. Monday through Friday;
  - ii. 10:00 P.M. to 9:00 A.M. Friday to Saturday;
  - iii. 7:00 P.M. to 9:00 A.M. Saturday to Sunday; and,
  - iv. 7:00 P.M. to 8:00 A.M. Sunday to Monday.
- 2) In addition to the service periods stated above, Sheriff may, upon request, provide telephone referral answering service for approximately seventy-two (72) additional hours during the Thanksgiving, Christmas Eve, Christmas, and New Year holiday periods according to the following schedule:
  - i. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Thanksgiving Day; and,
  - ii. Fourteen (14) hours to cover the hours of 8:00 A.M. to 10:00 P.M. on Christmas Eve; and,
  - iii. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. on Christmas; and,
  - iv. Fourteen (14) hours to cover the hours of 08:00 A.M. to 10:00 P.M. 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 Fourteen (14) hour shifts of 8:00 A.M. to 10:00 P.M. 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. For such ad hoc services Sheriff will charge \$32 per hour.
- 5) On an as needed 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. Upon e-mail request by SCCS, Sheriff will provide the contents of or access to such recording to SCCS.

**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 (Sheriff's) 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 make a second attempt to reach the SCCS on-call supervisor. If unsuccessful, the Sheriff will then 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 term of this Agreement and for the services set forth herein, SCCS will pay the Sheriff **a total cost which may be less, but shall not exceed, Thirty-Three Thousand Dollars and No Cents (\$33,000.00)**. Sheriff shall send a monthly invoice to SCCS in the amount of Two Thousand Seven Hundred Fifty Dollars and No Cents (\$2,750.00) for the services detailed under Sections 3.A.(1) through 3.A.(3) of this Agreement. Payment to the Sheriff is due and payable within 30 days of receipt of the invoice. For additional ad hoc services requested by SCCS, Sheriff will bill SCCS at a rate of Thirty-Two Dollars (\$32) per hour and shall be included as an additional amount 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 **Thirty-Three Thousand Dollars and No**

**Cents (\$33,000.00)** without express written approval from SCCS.

B. At the end of this Agreement term, Sheriff will conduct an analysis of call volume and the Parties will jointly determine the rate for further agreements/extensions.

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 Executive Director or his/her 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 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 SCCS' 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

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 all parties.

21. No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed to be or to create a joint venture or partnership between SCCS and Sheriff. The relationship of Sheriff to SCCS under this Agreement is that of an independent contractor and employees of Sheriff are not employees of SCCS by operation of this Contract.

22. Records. The parties agree to comply with the following as require by OAC chapter 5101:9-4-07(C)(10): Financial, programmatic, statistical, and recipient records and supporting documents must be retained for a minimum of three years after the submittal of the final expenditure report for the grant or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.

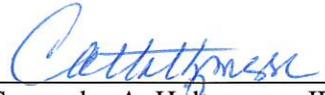
23. Compliance. The parties agree to comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract.

24. 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.

*Signatures appear on the following page.*

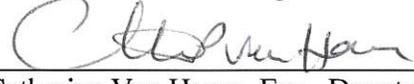
Intending to be legally bound, the parties have signed this Call Answering Services Agreement effective as of the date signed by the County's Executive.

**SUMMIT COUNTY CHILDREN SERVICES**

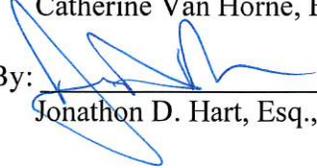
By:   
Cassandra A. Holtzmann, JD, LPA Executive Director

4-11-23  
Date

Approved as to form and legal content:

By:   
Catherine Van Horne, Esq., Deputy Executive Director/General Counsel

4/16/23  
Date

By:   
Jonathon D. Hart, Esq., Legal Counsel/Risk Management Officer

4/17/23  
Date

**SHERIFF OF SUMMIT COUNTY, OHIO**

By:   
Kandy Fatheree, Sheriff

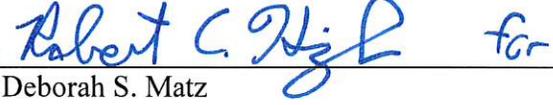
4/28/23  
Date

**COUNTY OF SUMMIT, OHIO**

By:   
Ilene Shapiro, Executive

5-17-23  
Date

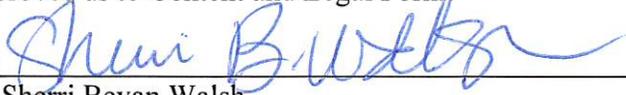
Approved as to form and legal content:

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

5-17-23  
Date

**SUMMIT COUNTY PROSECUTOR**

Approved as to Content and Legal Form:

By:   
Sherri Bevan Walsh  
Summit County Prosecutor

5-9-23  
Date

**EXHIBIT A**

**SUMMIT COUNTY CHILDREN SERVICES**  
**NIGHT, WEEKEND, AND HOLIDAY PROCEDURES**

**July 1, 2017**

## **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 poses 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

	SCCS PHONE COVERAGE	SHERIFF'S DEPT. PHONE COVERAGE
SUNDAY	9:00 A.M. TO 7:00 P.M.	7:00 P.M. TO 8:00 A.M.
MONDAY	8:00 A.M. TO 10:00 P.M.	10:00 P.M. TO 8:00 A.M.
TUESDAY	8:00 A.M. TO 10:00 P.M.	10:00 P.M. TO 8:00 A.M.
WEDNESDAY	8:00 A.M. TO 10:00 P.M.	10:00 P.M. TO 8:00 A.M.
THURSDAY	8:00 A.M. TO 10:00 P.M.	10:00 P.M. TO 8:00 A.M.
FRIDAY	8:00 A.M. TO 10:00 P.M.	10:00 P.M. TO 9:00 A.M.
SATURDAY	9:00 A.M. TO 7:00 P.M.	7:00 P.M. TO 9:00 A.M.

HOLIDAY COVERAGE	
Martin Luther King Day President's Day Columbus Day Veteran's Day Day After Thanksgiving	HOLIDAYS COVERED BY <b>SCCS STAFF</b> . (Sheriff Department maintain regular schedule.)
Memorial Day Fourth of July Labor Day Thanksgiving Day Christmas Eve Christmas Day New Year's Eve - beginning at 4PM New Year's Day	HOLIDAYS COVERED BY <b>SHERIFF'S DEPARTMENT</b> 24 HOUR COVERAGE 10:00 P.M. TO 10:00 P.M. (Coverage to begin 10:00 p.m. the evening prior to Holiday thru 10:00 p.m. Holiday night at which time regular schedule resumes.) *note- coverage for New Year's Eve begins at 4:00PM

On-Call Supervisor, Monday thru Sunday

SCCS will have an on-call supervisor available to Sheriff's Department staff by phone as follows:

ON CALL SUPERVISOR AVAILABILITY	
SUNDAY	7:00 P.M. TO 8:00 A.M.
MONDAY	10:00 P.M. TO 8:00 A.M.
TUESDAY	10:00 P.M. TO 8:00 A.M.
WEDNESDAY	10:00 P.M. TO 8:00 A.M.
THURSDAY	10:00 P.M. TO 8:00 A.M.
FRIDAY	10:00 P.M. TO 9:00 A.M.
SATURDAY	7:00 P.M. TO 9:00 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.

**EXHIBIT B****Summit County Children Services Board Hotline Calls**

<b>Sheriff's Office Information</b>	
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

<b>Reporter</b>	
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.

<b>Family Information</b>	
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.

<b>Reported Concerns</b>	Click here to enter text.
<b>Any follow-up done</b>	Click here to enter text.
<b>Supervisor notified</b>	Click here to enter text.
<b>Time notified</b>	Click here to enter text.

**EXHIBIT C**

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

## 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 Referral 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 10 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 attempt to make a voice call to the SCCS on-call administrator's contract number. If a response is not received within 10 minutes, 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 referral 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 referral 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 referral 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 Referral 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. Monday through Friday and by 9:00 a.m. Saturday and Sunday.

### 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.