



**Memorandum of Understanding for
Child Abuse and Neglect Investigations
2023**

ATHENS COUNTY CHILDREN SERVICES MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT 2023

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Ohio Department of Job and Family Services
**ATHENS COUNTY CHILDREN SERVICES 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, 2151.4223, 2151.4225, 2151.4226, 2151.4228, 2151.4229, 2151.4230, 2151.4231, 2151.4232, 2151.4233, and 2151.4234 of the Ohio Revised Code and section 5101:2-33-26 of the Ohio Administrative Code. It is an agreement among **ATHENS COUNTY CHILDREN SERVICES** 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 134th Ohio General Assembly. 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) working 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)

The **ATHENS COUNTY CHILDREN SERVICES** is the lead agency for the investigation of child abuse, neglect, or dependency in **ATHENS COUNTY CHILDREN SERVICES** County. The **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** as soon as possible or within **one hour of receipt of the report** for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with **ATHENS COUNTY CHILDREN SERVICES** in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting **ATHENS COUNTY CHILDREN SERVICES** in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with **ATHENS COUNTY CHILDREN SERVICES** on interviews with principals of the case when there are serious criminal implications; Notifying **ATHENS COUNTY CHILDREN SERVICES** of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to **ATHENS COUNTY CHILDREN SERVICES**'s requests for information regarding the status of the legal action; Providing police record checks for **ATHENS COUNTY CHILDREN SERVICES** as necessary or requested as permitted by law; Consulting with **ATHENS**

COUNTY CHILDREN SERVICES 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.

D. COUNTY PROSECUTOR

The County Prosecutor shall report suspected cases of child abuse and neglect to **ATHENS COUNTY CHILDREN SERVICES** or appropriate law enforcement agency. The County Prosecutor shall represent **ATHENS COUNTY CHILDREN SERVICES** 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 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY JOB AND FAMILY SERVICES** is a separate agency from **ATHENS COUNTY CHILDREN SERVICES**, employees within the county agency are expected to report suspected cases of child abuse and neglect to **ATHENS COUNTY CHILDREN SERVICES** or appropriate law enforcement agency upon receipt; Collaborate with **ATHENS COUNTY CHILDREN SERVICES** 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 the **ATHENS COUNTY CHILDREN SERVICES**; Promote ongoing communication between **ATHENS COUNTY JOB AND FAMILY SERVICES** and **ATHENS COUNTY CHILDREN SERVICES** regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist **ATHENS COUNTY CHILDREN SERVICES** upon request in obtaining case or assistance group information regarding a family when the **ATHENS COUNTY CHILDREN SERVICES** is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES**, 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 **ATHENS COUNTY CHILDREN SERVICES**, 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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. In the event **ATHENS COUNTY CHILDREN SERVICES** becomes aware that a mandated reporter failed to report child abuse or neglect, the agency will contact Athens County Prosecutor's Office within 7 calendar days.

B. System for receiving reports

Reports of child abuse or neglect shall be made to **ATHENS COUNTY CHILDREN SERVICES** or any law enforcement officer with jurisdiction in **ATHENS COUNTY CHILDREN SERVICES** County. If **ATHENS COUNTY CHILDREN SERVICES** 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.

Athens County Children Services in collaboration with local law enforcement shall:

1. Receive reports of alleged child abuse and neglect by telephone, in writing or in person:

(a) Reports may be received 24 hours per day, 7 days per week by telephone according to the following: Monday through Friday, 8:00 a.m. until 4:30 p.m. by calling (740) 592-3061; After 4:30 p.m., Saturday, Sunday, and holidays, by calling 1-866-863-7373 or 1-740-772-7236. The afterhour's number is given out on the Athens County Children Services answering machine and distributed in training information and Athens County Children Services literature. The caller will reach an Answering Service who will contact the on-call worker(s) within an hour, to fulfill their obligation per contract with Athens County Children Services. Athens County Children Services has three staff on call (screener, responder, supervisor). Investigation of child abuse and neglect reports after the normal business hours will be the responsibility of Athens County Children Services in conjunction with law enforcement.

(b) reports may be received in writing at:

**Athens County Children Services
P.O. Box 1046
Athens, Ohio 45701**

(c) reports may be made in person at:

**Athens County Children Services
14 Stonybrook Drive
Athens, Ohio 45701**

*** 8:00 a.m. until 4:30 p.m., Monday through Friday, except legal holidays.**

2. **Make a report to the Central Registry on child abuse and neglect of any report of alleged child abuse and neglect resulting in an investigation. Central Registry is a statewide tracking system that identifies the alleged child victim, the alleged perpetrator and the allegations of abuse or neglect. The case outcome is entered in the Central Registry Disposition database.**

3. **Investigate reports received by initiating and completing investigatory activities in a timely manner pursuant to administrative rules of the Ohio Department of Job and Family Services.**

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 **ATHENS COUNTY CHILDREN SERVICES** screens in a report of child abuse, **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** screens in a report of child neglect, and an active safety threat is identified within the first seven days of the assessment/investigation, **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** receives a referral from a mandated reporter who provides their name and contact information, **ATHENS COUNTY CHILDREN SERVICES** shall forward an initial mandated reporter notification to the referent within seven days. The notification will be provided, in accordance with the mandated reporter's preference. Information shared with the mandated reporter shall include the information permitted by ORC 2151.421(K):

- 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 **ATHENS COUNTY CHILDREN SERVICES** closes an investigation/assessment reported by a mandated reporter, **ATHENS COUNTY CHILDREN SERVICES** shall forward an outcome mandated reporter notification to the referent. The notification will be provided in accordance with the mandated reporter's preference. Information shared with the mandated reporter shall be that permitted by ORC 2151.421 to include a notification 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

When **ATHENS COUNTY CHILDREN SERVICES** determines that a report is emergent, **ATHENS COUNTY CHILDREN SERVICES** shall attempt a face-to-face contact with the child subject of the report/ alleged child victim within one hour of the receipt of the report.

If **ATHENS COUNTY CHILDREN SERVICES** identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor shall implement a safety response.

Any report received by Athens County Children Services that is deemed to be an emergency will have an investigation initiated by Athens County Children Services within 1 (one) hour of receiving the report. When necessary, attempts will be made to implement the team approach to the investigation, the need for which will be evaluated on a case-by-case basis. Staffing, case status, and other priority considerations will be used to determine the means and methods by which the team will be activated.

(b) Any report received by Athens County Children Services that is deemed to be a non-emergency will have an assessment initiated by Children Services within 24 hours of receiving the report, or as otherwise provided by the Ohio Administrative Code.

(c) The expectation exists that imminent risk of harm to a child would initiate an immediate response from law enforcement.

1. General Guidelines:

(a) Removing a child from their home is a traumatic experience for the child and their family. These removals are conducted only for child safety reasons.

(b) Before a child is removed from their home reasonable efforts should be made, if possible, to prevent the child's removal.

It is further agreed that Athens County Children Services law enforcement, will consider alternatives to removing the child from their home, and will coordinate efforts to implement these alternatives whenever reasonably possible.

(c) If a child must be removed from his/her home, that such removal will be executed in the least disruptive manner to the child and his/her family except when the child's condition or circumstances does not permit a more orderly, planned and coordinated effort.

2. When removal of a child is necessary, such removal will occur: pursuant to a court order; pursuant to the authority of a law enforcement officer; or, through voluntary agreement with the child's legal custodian for temporary custody of the child.

a). the child is at imminent risk of serious harm from any circumstance that jeopardizes their health, safety, or welfare;

b) the child has been abandoned; unless under the guidelines of the Safe Haven Law. HB660 provides that a parent, who deserts a child under 72 hours old, in accordance with certain procedures, does not commit any crime for deserting the child. The attached information describes the procedures that must be followed by law enforcement officers and emergency medical personnel. In the event that a child is dropped off at a safe place, Athens County Children Services will be notified. The agency, pursuant to this legislation, shall accept emergency custody of the child. Athens County Children Services is committed to placing the child in a safe, stable and permanent environment.

2. Situations Which May Provide An Alternative To Protective Custody Of A Child:

- a. the perpetrator of the alleged child abuse, neglect, or endangerment is arrested and detained;
- b. the perpetrator of the alleged child abuse or neglect is removed from the home under a court order;
- c. an approved relative or friend of the child is willing to provide temporary care and the child's legal custodian will agree to this arrangement;
- d. the non-abusive, non-neglectful or non-endangering caretaker/custodian of the child has located a suitable alternative living arrangement for himself/herself and the child that is not within immediate access of the perpetrator of the abuse or neglect to the child;
- e. when a social service plan with the child and his/her family can be instituted with a reasonable belief that such services will sufficiently reduce the risk of harm to the child.

2. Law Enforcement and Response Procedure

N/A

3. Children in Need of Medical Attention Special Response Procedures

N/A

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 the **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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. **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** is not present, the interviews conducted by law enforcement or the prosecutor's office may be used by **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** upon request.

The **ATHENS COUNTY CHILDREN SERVICES** agrees not to proceed without the advice and consent of the prosecutor's office when a criminal investigation is being conducted concurrently. **ATHENS COUNTY CHILDREN SERVICES** 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.

ATHENS COUNTY CHILDREN SERVICES shall follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the forty-five-day timeframe. The timeframe can be extended in special circumstances to a maximum of sixty

days if law enforcement needs additional time; however, **ATHENS COUNTY CHILDREN SERVICES** must make a disposition within the sixty-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 **ATHENS COUNTY CHILDREN SERVICES**
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff

G. Standards and procedures for ATHENS COUNTY CHILDREN SERVICES requests for law enforcement assistance

ATHENS COUNTY CHILDREN SERVICES may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist:

- An exigent circumstance.
- **ATHENS COUNTY CHILDREN SERVICES** has reason to believe that the child is in immediate danger of serious harm.
- **ATHENS COUNTY CHILDREN SERVICES** has reason to believe that the worker is, or will be, in danger of harm.
- **ATHENS COUNTY CHILDREN SERVICES** has reason to believe that a crime is being committed, or has been committed, against a child.
- **ATHENS COUNTY CHILDREN SERVICES** worker must conduct a home visit after regular **ATHENS COUNTY CHILDREN SERVICES** business hours, and a law enforcement escort is requested as a standard operating procedure.
- **ATHENS COUNTY CHILDREN SERVICES** is removing a child from his or her family via an order of the court, and the assistance of law enforcement is needed as **ATHENS COUNTY CHILDREN SERVICES** has reason to believe the family will challenge the removal.
- **ATHENS COUNTY CHILDREN SERVICES** 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.

- **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** and the law enforcement agency of jurisdiction.

1. Out-of-Home Care

ATHENS COUNTY CHILDREN SERVICES 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.

ATHENS COUNTY CHILDREN SERVICES follows the procedures for conducting out-of-home care investigations as described in section 5101:2-36-04 of the OAC.

(a) In cases of this nature, Athens County Children Services will be the primary investigatory agency, and coordinate the investigation with the appropriate law enforcement agency.

(b) Should the case under investigation require an independent investigation (third-party investigation), Athens County Children Services will seek assistance from another PCSA and/or refer to appropriate law enforcement office for assistance.

(c) Assessment of the case shall be completed by the secondary and collateral investigators, disposition of the case shall be completed by Athens County Children Services, within 30

days from the receipt of the report of alleged child abuse or neglect.

2. Third-Party Investigations

In accordance with section 5101:2-36-08 of the OAC, **ATHENS COUNTY CHILDREN SERVICES** 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 ODJFS 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.

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

(a) **Athens County Children Services will immediately request an independent investigation (third-party investigation) from another PCSA and/or law enforcement agency in the following circumstances:**

1. The death of a child allegedly abused or neglected;

2. When a report of alleged child abuse or neglect is received involving any person supervised by ACCS, any facility operated

by Athens County Children Services, any foster home licensed, approved, or certified by Athens County Children Services, or any person or agent of Children Services who is providing services for payment or as a volunteer.

(b) Athens County Children Services will provide participating investigators with access to its records of the case being investigated.

(c) Assessment of the case shall be completed by the secondary and collateral investigators, disposition of the case shall be completed by Athens County Children Services, within 30 days from the receipt of the report of alleged child abuse or neglect.

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

ATHENS COUNTY CHILDREN SERVICES is governed by ORC section 307.622 and must have a child fatality review board.

In cases of this nature, the appropriate law enforcement office will be the primary investigating agency with Athens County Children Services assuming a collateral role to the extent necessary to fulfill its mandated investigation requirements.

4. Child Fatality- Death of a child in the custody of ATHENS COUNTY CHILDREN SERVICES

ATHENS COUNTY CHILDREN SERVICES follows section 5101:2-42-89 of the OAC following the death of a child in its custody.

Within one hour of receipt of cases of this nature, the caretaker shall contact Athens County Children Services. Athens County Children Services shall contact the parent, guardian/custodian and law enforcement with jurisdiction within one hour upon its knowledge of the child's death. When the child's death is the result of suspected child abuse or neglect Athens County Children Services shall follow MOU procedures pursuant to the ORC section 2151.421.

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

ATHENS COUNTY CHILDREN SERVICES 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).

A. RECEIPT OF REFERRAL

1. Upon receipt of a report involving alleged withholding medically indicated treatment from disabled infants with life threatening conditions, Athens County Children Services shall engage in the following activities within one hour of arriving at the screening decision.

(a) Complete face-to-face or telephone contact with the health care facility's administrator, or designee, within one hour from the time the referral was screened in as a report.

(b) The PCSA shall involve a qualified medical consultant within twenty-four hours from the time the referral was screened in as a report to assist in the evaluation of the disabled infant's medical information, including medical records, obtained during the preliminary medical assessment.

(c) If the PCSA determines the child to be in immediate danger of serious harm, the PCSA shall follow procedures outlined in rule 5101:2-37-02 of the Administrative Code.

(d) The PCSA shall pursue any legal remedies, including the initiation of legal proceedings in a court of competent jurisdiction, to provide medical care or treatment for a child if such care or treatment is necessary to prevent or remedy serious harm to the child or to prevent the withholding of medically indicated treatment from a disabled infant with a life-threatening condition.

(e) The PCSA shall attempt a face-to-face contact in order to conduct an interview with the alleged disabled infant's parent, guardian, or custodian no later than twenty-four hours from the time the referral was screened in as a report.

B. INVESTIGATION FOLLOW/UP/SERVICES/INTERVENTION

1. When it is determined, based upon completing the investigative activities set forth in the above listed Ohio Administrative Code rules and this MOU, that the disabled infant is a neglected child, Athens County Children Services shall immediately engage in the activities listed in OAC rule 5101:2-35-77.

2. When there is reason to believe, based upon information obtained from the disabled infant's attending physician, that medically indicated treatment is being withheld, Athens County Children Services shall immediately engage in the activities listed in OAC rule 5101:2-35-77.

3. If the parents, guardian or custodian of the disabled infant refuses to consent to appropriate care, and/or when access to medical records is refused, and/or when mandated investigative activities cannot be completed due to lack of cooperation from necessary parties, Athens County Children Services shall immediately request assistance from the Prosecuting Attorney or City Director of Law to obtain a court order to authorize the necessary medical care, gain access to records, or complete investigative activities.

4. Reports and services provided by Athens County Children Services shall comply with the requirements of agency policy, this MOU, and OAC rule 5101:2-35-77.

- **Gathering and maintaining current information regarding the name, address, and telephone number of each appropriate health care facility within its jurisdiction.**
- **Identifying and maintaining the current name, title, and telephone number of each facility's contact person for allegations involving withholding of medically indicated treatment from disabled infants with life-threatening conditions.**
- **Identifying and maintaining the name and chairperson of the appropriate health care facility's review committee, if such a committee exists.**
- **Internal PCSA procedures for intervening in cases involving alleged withholding.**

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

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/or delinquent

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

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, **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** custody.
- Contact the National Center for Missing and Exploited Children (NCMEC) if the child is in **ATHENS COUNTY CHILDREN SERVICES** custody.

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

Law enforcement shall notify **ATHENS COUNTY CHILDREN SERVICES** upon learning that a minor child who is alleged to be in the children 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.

2. General Guidelines

(a) Removing a child from his/her home is a traumatic experience for the child and his/her family and should be avoided if possible. These removals are conducted only for child safety reasons.

(b) Before a child is removed from his/her home reasonable efforts should be made, if possible, to prevent the child's removal.

It is further agreed that Athens County Children Services, and law enforcement, and will consider alternatives to removing the child from his/her home, and will coordinate efforts to implement these alternatives whenever reasonably possible.

(c) If a child must be removed from his/her home, that such removal will be executed in the least disruptive manner to the child and his/her family except when the child's condition or circumstances does not permit a more orderly, planned and coordinated effort.

2. Non-emergency

Upon receiving a report alleging child abuse, neglect, and/or dependency, **ATHENS COUNTY CHILDREN SERVICES** 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, **ATHENS COUNTY CHILDREN SERVICES** 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 subjects 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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.*)

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 **ATHENS COUNTY CHILDREN SERVICES** 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.

Athens County Children Services will host an annual meeting of all signatories of this MOU to discuss items such as cross system training, understanding of the mission and goals of this MOU, and role and responsibility clarity of each agency.

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 **ATHENS COUNTY CHILDREN SERVICES**. Every effort will be made to take into 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. **ATHENS COUNTY CHILDREN SERVICES** will assist these agencies, but in no way, interfere or jeopardize a criminal investigation or prosecution.

For cases that 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 **ATHENS COUNTY CHILDREN SERVICES** 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, , and other entities are expected to release information to **ATHENS COUNTY CHILDREN SERVICES** for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

Each report of alleged child abuse and neglect is confidential. The identity of the reporter is protected by law. Any release of information contained in these reports shall be only in accordance with provision made in the Ohio Revised and Administrative Codes. 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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 **ATHENS COUNTY CHILDREN SERVICES** 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, **ATHENS COUNTY CHILDREN SERVICES** 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. **ATHENS COUNTY CHILDREN SERVICES** is to submit the MOU to the Board of County Commissioners for review and approval with enough time for any revisions to be made prior to December thirty-first of the year.

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

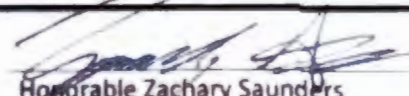
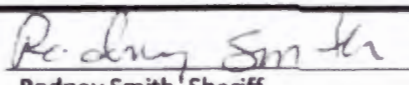

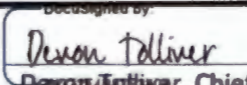
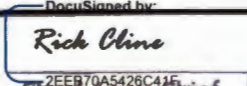
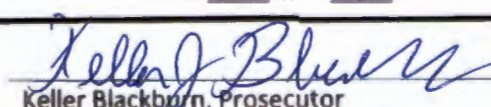
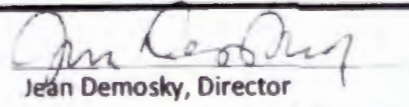
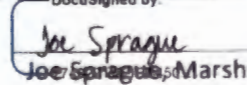
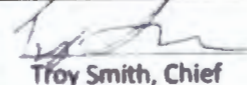
The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU **on July 28, 2023 at 11:30 a.m.**


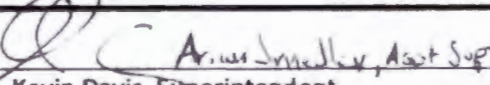
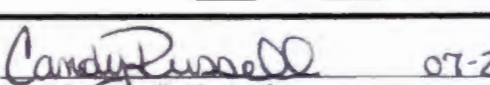
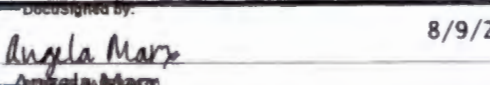
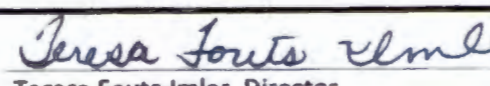
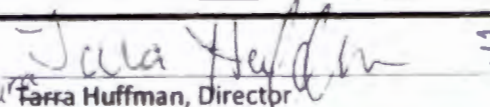
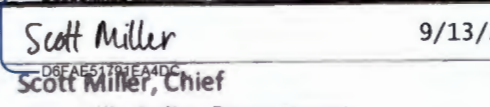

If any individual serving as a signatory changes mid-term, **ATHENS COUNTY CHILDREN SERVICES** is to provide the new required member with the current memorandum. The new member remains bound by the most recently approved version of the memorandum. Their signature is to be obtained and submitted on or 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. **Unilateral Termination: Upon thirty days written notice to the other parties, any party may terminate this Agreement**

This Agreement may be amended only by a writing signed by all parties; however, it is agreed by the PROVIDER that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by all parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Athens County Memorandum of Understanding for Child Abuser and Neglect Investigation

 Honorable Zachary Saunders Juvenile Court Judge Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7/26/2023 Date
 Rodney Smith, Sheriff Athens County Sheriff's Office Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7/28/23 Date
 Nick Magruder, Chief Athens City Police Department Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7-28-23 Date
 Devon Tolliver, Chief Nelsonville Police Department Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	8/9/2023 Date
 Rick Cline, Chief Glouster Police Department Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	8/29/2023 Date
 Keller Blackburn, Prosecutor Athens County Prosecutors Office Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ NO	9/18/23 Date
 Jean Demosky, Director Athens County Dept. Job & Family Svcs. Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	2/28/23 Date
 Joe Sprague, Marshall Albany Police Department Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	8/9/2023 Date
 Troy Smith, Chief Coolville Police Department Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7-28-23 Date

 W. Otis Creekman Jr., Executive Director Athens County Children Services Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7/28/2023 Date
 Kevin Davis, Superintendent Athens County Board of DD Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ NO	7/28/23 Date
 Candy Russell, Clerk of Courts Athens County Clerk of Courts Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	07-28-23 Date
 Angela Marx Athens County Humane Society Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	8/9/2023 Date
 Teresa Fouts-Imler, Director Athens County 911 Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7-28-23 Date
 Tara Huffman, Director CASA/GAL Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7-28-23 Date
 Scott Miller, Chief Amesville Police Department Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	9/13/2023 Date
 Andrew Powers, Chief Ohio University Campus Police Dept. Is the agency a participating member of the CAC referenced in Section II(G) ____ YES ____ <input checked="" type="checkbox"/> NO	7.28.23 Date

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

The **ATHENS COUNTY CHILDREN SERVICES** 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.

[Option to repeat the following block of information in the event more than one agency/individual refuses to sign]

Date: _____

Agency, Name, Title: _____

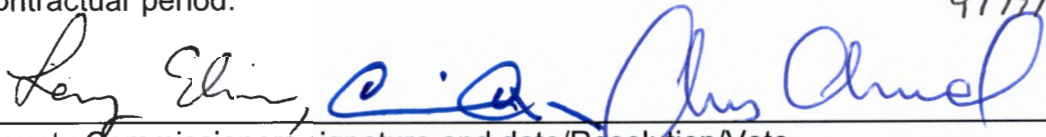
[Enter the name of the agency, required individual, and their title.]

Reason the individual refused to sign: _____

[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]

X. Board of County Commissioners

The **ATHENS COUNTY CHILDREN SERVICES** shall submit the MOU signed by all participating agencies to the **ATHENS COUNTY** Board of County Commissioners. The participating agencies will ensure there is adequate time for both the County Board of Commissioners and ODJFS review and approval process along with any returns for correction prior to the end of the contractual period.

 9/12/23

 County Commissioners's signature and date/Resolution/Vote

The Board of **ATHENS** County Commissioners hereby review and approve the **ATHENS** Memorandum of Understanding.

ATTACHMENTS

[If the PCSA contracts with an outside source to receive after-hour calls, a copy of the signed agreement must be attached which indicates that all reports with identifying and demographic information of the reporter and principals of the report will be forwarded to a designated PCSA worker within an hour of receipt and that confidentiality requirements will be met.]

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Ohio Safe Haven Laws

In Ohio, a peace officer employed by a law enforcement agency; a hospital employee; or an emergency medical service worker while acting in an official capacity may take possession of child not older than 30 days if the child is voluntarily surrendered by its parent with intent not to return for the child.[i] "Emergency medical service worker" means a first responder, emergency medical technician-basic, emergency medical technician-intermediate, or paramedic.[ii] Parents have the right to remain anonymous after delivering the child.[iii] However, the right is not available if the child is in a harmed condition while delivering it; or if the entity accepting the child suspects that the child is a victim of child abuse or neglect. In such cases the parent surrendering the child may be subject to arrest.[iv]

A law enforcement agency, hospital, or emergency medical service organization taking possession of a child shall:[v]

- perform acts necessary to protect health or safety of the child.
- notify the Public Children Services Agency of the county in which the agency, hospital, or organization is located that the child has been taken into possession.
- try to make available to the parent forms designed to gather information regarding the medical history of the child and the child's parents. The parent may not be compelled to fill the forms.[vi] The parent may voluntarily deliver the fully or partially completed forms while delivering the child or at a later time. [vii]
- make available to the parent written materials that describe services available to assist parents and newborns. However, parents may decline to accept informational materials.[viii]
- attempt to identify and keep track of the person who delivered the child if the surrendered child has suffered a physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child.

An emergency medical service worker who takes possession of the child shall perform any medical service the worker is authorized to perform, and that is necessary to protect the physical health or safety of the child. [ix]

Except in cases where the abandoned child is in a harmed condition, or is a victim of child abuse or neglect, the person or entity accepting custody of an abandoned child shall not:[x]

- force the surrendering parent to reveal the identity of the child's parents.
- follow the parent after the parent leaves the place at which the child was delivered.
- coerce or force the parent not to desert the child;
- compel the parent to fill medical information forms
- force the parent to accept the materials made available to them.

Upon receiving notice that an emergency medical service organization, a law enforcement agency, or hospital has taken possession of a child, a Public Children Services Agency shall:[xi]

- accept and take temporary custody of the child.
- consider the child to be in need of public care and protective services.
- provide temporary emergency care for the child, without agreement or commitment.
- make an investigation about the child.
- file a motion requesting the court to grant temporary custody of the child to the agency or to a private child placing agency. The motion shall be filed with the juvenile court of the county in which the agency is located.
- Provide any care for the child that the Public Children Services Agency considers to be in the best interest of the child. The agency may place the child in shelter care, if such placement is required and is in the child's best interests.
- provide any care and perform any duties required to be performed by the Public Children Services Agencies.
- prepare and keep written records relating to the investigation of the child; care and treatment given to the child; and any other records required by the Department of Job And Family Services.

A Public Children Services Agency or Private Child Placing Agency that receives temporary custody of an abandoned child shall prepare case plans, conduct investigations, conduct periodic administrative reviews of case plans, and provide services for the deserted child. It shall treat the deserted child as a child adjudicated as a neglected child and shall follow procedures relating to a neglected child. [xii]

According to the state laws, any parent surrendering his/her child according to the Safe Haven laws does not commit a criminal offense. The parent shall not be subject to criminal prosecution in the State for relinquishing the child.[xiii] However, a person who delivers or attempts to deliver a child who has suffered any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child is not immune from civil or criminal liability for abuse or neglect [xiv]

A person or governmental entity taking possession or emergency temporary custody of a child, or providing temporary emergency care for a child in good faith is immune from any civil or criminal liability that might otherwise be incurred or imposed as a result of these actions. The immunity does not apply for acts done in bad faith or with malicious purpose.[xv] However, the immunity guaranteed do not create a new cause of action or substantive legal right against a person or governmental entity and do not affect any immunities from civil liability or defenses established by another section of law or available at common law to which a person or governmental entity may be entitled under circumstances not covered by the Safe Haven laws.[xvi]

If a person indicates to the court that he/she is the parent of the child adjudicated as a deserted child, and seeks to be reunited with the child, the court that adjudicated the child shall require the person to submit to a DNA test. Expenses for the test shall be borne by the person making the claim. The test shall help in verifying if the person making the claim is the child's parent. [xvii]

The director of Job and Family Services shall distribute the medical information forms and written materials to entities permitted to receive a deserted child; Public Children Services Agencies; and to other public or private agencies. The Department shall also develop an educational plan, in collaboration with the Ohio Family and Children First Cabinet Council, to propagate the provisions of the Safe Haven laws among at-risk populations who are most likely to voluntarily deliver a child. The Department may use surplus moneys from the putative father registry fund for costs related to the distribution of forms and materials. [xviii]

[i] ORC Ann. 2151.3516

[ii] ORC Ann. 2151.3515(C)

[iii] ORC Ann. 2151.3524(A)

[iv] ORC Ann. 2151.3524(B)

[v] ORC Ann. 2151.3517(A)

[vi] ORC Ann. 2151.3525

[vii] ORC Ann. 2151.3525

[viii] ORC Ann. 2151.3526

[ix] ORC Ann. 2151.3517(B)

[x] ORC Ann. 2151.3527

[xi] ORC Ann. 2151.3518

[xii] ORC Ann. 2151.3522

[xiii] ORC Ann. 2151.3523(A)

[xiv] ORC Ann. 2151.3523(B)

[xv] ORC Ann. 2151.3523(C), (D)

[xvi] ORC Ann. 2151.3523(E)

[xvii] ORC Ann. 2151.3528

[xviii] ORC Ann. 2151.3530

Inside Ohio Safe Haven Laws

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JOB SERVICES UNEMPLOYMENT MEDICAID FOOD ASSISTANCE **CASH ASSISTANCE** CHILD SUPPORT PROTECTIVE SERVICES FOSTER CARE & ADOPTION CHILD CARE

A-Z Index of Services A B C **D** E F G H I J K L M N O P Q R S T U V W X Y Z

Job & Family Services **Safe Havens**

Safe Havens Home Safe Havens Poster Safe Havens Brochure Medical Information Form AdoptOhio	<p>What is Safe Havens for Newborns?</p> <p>Not all women who get pregnant are ready to raise a child. Safe Havens provides a new option. It allows a birth parent to leave an infant (up to 30 days old) with:</p> <ul style="list-style-type: none"> • a medical worker in a hospital; • a medical worker at a fire department or other emergency service organization; or • a peace officer at a law enforcement agency.
Acronyms ADA Compliance External Link Disclaimer Contact Us Report Fraud Media Inquiries Privacy Statement Site Index	<p>Who can take a newborn to a Safe Haven?</p> <p>The birth parent (mother or father) can take a child to a Safe Haven. The law provides protection from prosecution only for the child's parents.</p> <p>If the infant is left with a person at one of these places, and has not been abused, the parent will face no legal consequences for making this choice.</p> <p>View (PDF) or order the full brochure. View (PDF) or order the Medical Information Form.</p> <p>View (PDF) or order the full brochure: "For Birth Parents: For those who are thinking about making an Adoption plan."</p> <p>Does the birth parent have to call before taking an infant to a Safe Haven?</p> <p>No. A birth parent may take a newborn to a Safe Haven at any time until the child is 30 days old.</p> <p>What information will the birth parent have to provide?</p> <p>The birth parent is not required to provide any information, including his or her name. However, it would help the baby if the birth parent chose to provide basic health information. The birth parent will be offered a form to guide them in providing the most important health information at: View (PDF) form.</p> <p>What happens next?</p> <p>If the baby needs medical attention, it will be provided. The professional staff person who accepts the baby will contact the county children services agency; and the baby will be placed in an adoptive home. There are many families who want to adopt a baby.</p> <p>When a parent cannot care for an infant, leaving the baby at a Safe Haven may be the best choice for the child. If the birth parent is not sure about this decision, an adoption social worker can help by providing information on available options and services for birth parents and their babies. The parent may call their local Public Children Services Agency (PCSA).</p>

Local Area Agencies on Aging and Senior Services

Local Area Agencies on Aging and Senior Services

Local Area Agencies on Aging and Senior Services

CONTRACT TO PURCHASE SERVICES ACCS & ACSO

Agreement Number 2023-0001

This contract is entered into by and between Athens County Children Services (hereinafter "ACCS") and Athens County Sheriff's Office (hereinafter "Sheriff").

PURPOSE FOR AGREEMENT

WHEREAS ACCS desires to enter into an agreement with Sheriff for Sheriff to assign to ACCS 2 (two) deputy sheriffs to provide full-time Family Violence Investigators (FVI), the parties hereby enter into the following CONTRACT.

ARTICLE I - DELIVERABLES

A. Obligations:

Sheriff agrees to:

1. Assign 2 (two) FVIs to ACCS for forty hours per week each. The assigned FVIs would be agreed upon by both parties.
2. Keep Records regarding FVI sick leave, vacation time, and compensatory time.
3. Approve or deny requests for time off.
4. Notify ACCS of FVI work absences and provide FVI coverage when requested by ACCS for these absences.
5. Meet twice per year with ACCS to discuss the job performance of FVIs.
6. Take any disciplinary action necessary against FVIs.
7. In the event of an opening for an FVI position, Sheriff will initially interview candidates and provide a list of acceptable candidates to ACCS for consideration. ACCS and Sheriff will both agree on the selected candidate to fill the position.

ACCS agrees to:

1. Furnish office space, support staff, computer services, office supplies, and other necessary equipment and supplies as necessary to satisfactorily perform the work described in ARTICLE I (A), above.
2. Provide information, through the Screening Coordinator, regarding suspected child physical or sexual abuse for the FVI to investigate.
3. Meet with Sheriff twice per year to discuss the job performance of FVIs.
4. Direct all complaints and personnel matter involving FVI to Sheriff for appropriate action.
5. Provide training opportunities for FVI.

- A. **Reporting Issues:** Sheriff will report any contract issues to W. Otis Crockron Jr., ACCS' Executive Director, the Contract Manager, as set forth in ARTICLE IV(H)(1), below. ACCS will report any contract issues to the person identified in ARTICLE IV(H)(2), below.

- B. **Instructions to Sheriff:** ACCS may, from time to time as it deems appropriate, communicate specific instructions and requests to the Sheriff concerning the performance of the work described in this Contract. Upon such notice, and within ten (10) days after receipt of instructions, the Sheriff agrees to comply with such instructions and fulfill such requests to the satisfaction of ACCS. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract and are not intended to amend or alter this Contract or any part thereof. All such instructions and requests will be communicated to the Sheriff by the Contract Manager.
- C. **Ownership of Contract Products:** The Deliverables provided by Sheriff under this Contract and any item produced under this Contract or with funds hereunder, including, but not limited to, any documents, data, photographs and negatives, electronic reports/records, or other media, or any software and executables are the property of Sheriff as law enforcement records. Those items that are necessary for ACCS to use to carry out its functions shall be shared with ACCS.

ARTICLE II - TIME OF PERFORMANCE

- A. **Time Period of Agreement:** This Contract shall be effective beginning on January 1, 2023, up to and including December 31, 2025, unless otherwise terminated.
- B. **Time of Enforceability:** This Contract will not be valid or enforceable until it is signed by the ACCS Executive Director and Sheriff. Signed originals of this contract shall be provided to all parties.

ARTICLE III - COMPENSATION FOR SERVICES

- A. **Contract Compensation:** The Contract Manager will be invoiced monthly, by the first of the month for previous increment of work and shall pay to the Sheriff's Office a starting rate of \$35.66 per hour for FVI #1 and \$30.54 for FVI#2, as approved by the Sheriff, as reimbursement for costs associated with the FVIs assignment under this MOU. These hourly rates of pay reflects the wages and fringe benefits (pension, Medicare and workers compensation) for the assigned FVIs as provided by the applicable Collective Bargaining Agreement ("CBA") between the Sheriff's Office and the union representing it's deputy sheriffs.

Medical/hospitalization, Life and dental/vision will be billed to the Contract Manager monthly at actual cost, currently \$2638.78 (Family) or \$1062.64 (Single), \$4.50 (Life) and \$31.04 or \$73.71 (Dental/Vision), respectively.

Should any change in the wage or benefit structure outlined in the applicable CBA occur, the Sheriff will immediately notify the Contract Manager and the hourly rate previously stated will be adjusted through the use of a MOU Addendum to reflect that negotiated change.

The sum shall be paid as set forth in section C below.

- B. **Clothing Allowance:** ACCS will pay a maximum annual amount of \$600.00 (Six Hundred Dollars and Zero Cents), per deputy, to Sheriff for approved clothing purchases. The sum shall be paid as set forth in section C below.
- C. **Monthly or Quarterly Invoices:** Sheriff will render written, monthly or quarterly, detailed invoices on the first of the month for the previous increment of work not to exceed 3 months to the Contract Manager for the actual cost of work not to include overtime. Invoices shall be sent via email to the following address: Athens_Fiscal_PCSA@jfs.ohio.gov.
- D. **Required Invoice Information:** The invoices must contain the following information:
1. Sheriff's name and address;
 2. Amount of billing;

3. The number of pay days within each month;
 4. Contract number and date;
 5. Purpose of the billing; and
 6. Federal Tax I.D. number.
- E. **External Contract Funding:** Sheriff understands that compensation under this Contract may be based in whole or in part upon funding sources external to Athens County Children Services (e.g. Federal funding). Should the external source of the funding be terminated for reasons beyond the control of ACCS, this contract shall terminate as of the date the funding expires without further obligation of ACCS. Should the external funding be reduced for reasons beyond the control of ACCS, this Contract may be reformed by ACCS to reflect the reduction. If Sheriff does not want to reform the Contract after a funding reduction, the Contract will be terminated as of the time of the funding reduction without further obligation on the part of ACCS.
- F. **Method of Payment:** ACCS will pay Sheriff on or before the first day of the next month after the Sheriff's invoice is received.
- G. **Reimbursement for Overpayment and Duplicate Billing:** Sheriff shall reimburse ACCS for any overpayment made by ACCS to Sheriff. Sheriff warrants to ACCS that claims made to ACCS for payment of purchased services shall be for actual services rendered and do not duplicate claims made by Sheriff to other sources of funds for the same service, and that Sheriff will reimburse ACCS the amount of payment made by ACCS for any such duplicate billings.
- H. **Funding for Training:** ACCS will pay the entire cost of any approved training that an FVI attends.

ARTICLE IV - SUSPENSION AND TERMINATION; BREACH AND DEFAULT; NOTICES

- A. **Unilateral Termination:** Upon thirty days written notice to the other party, either party may terminate this Contract.
- B. **Termination for Breach or Default:** Notwithstanding ARTICLE IV, Section A, ACCS may suspend or terminate this Contract immediately upon delivery of written notice to Sheriff if ACCS has discovered any illegal conduct on the part of Sheriff, any violation of ARTICLE VIII of the Contract, or loss of funding as set forth in ARTICLE III, Section D.
- C. **Other Termination:** Failure to follow contract related state, federal or local laws and regulations shall result in the immediate termination of this Contract. Sheriff shall immediately notify ACCS of any changes that would affect Sheriff's ability to provide services as outlined in this Contract.
- D. **Minimizing Damages:** Sheriff, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting from the part of the project already completed, and such other matters as ACCS may require.
- E. **Compensation upon Termination:** In the event of suspension or termination under ARTICLE III Section D or ARTICLE IV, Sheriff will be entitled to compensation upon submission of a proper invoice, for the work performed prior to receiving the termination or suspension notice, which will be calculated by ACCS based on the rate set forth in ARTICLE III, less any funds previously paid by or on behalf of ACCS or in the case of services for which the Sheriff charges a flat rate, based on a reasonable percentage of the total services performed, as determined by ACCS, less any funds previously paid by or on behalf of ACCS. ACCS is not liable for any further claims, and the claims submitted by Sheriff are not to exceed the total amount of consideration stated in this Contract.

- F. **Remedies for Breach or Default:** Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, ACCS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ACCS retains the right to exercise all remedies hereinabove mentioned, or available to it under law.
- G. **Waiver:** If ACCS or Sheriff fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by ACCS is not effective unless it is in writing signed by the ACCS Contract Manager.
- H. **Notices:** All notices required to be sent pursuant to the Contract shall be sent to the following addresses:
1. **Notice to ACCS:**
W. Otis Crockron, Jr. , Executive Director, Athens County Children Services
P.O. Box 1046
Athens, Ohio 45701
 2. **Notice to Sheriff:**
Rodney Smith, Athens County Sheriff, Athens County Sheriff's Office
13 West Washington St
Athens, Ohio 45701
 3. If a party needs to change the person to be notified, or the address at which it is to be notified, such necessary change shall be sent to the other party at its above stated address as soon as that information becomes available.

ARTICLE V - EQUAL EMPLOYMENT OPPORTUNITY

- A. **Non-Discrimination:** In carrying out this Contract, the Sheriff will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Sheriff will ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment, or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- B. **Notices of Compliance with Non-Discrimination Laws:** Sheriff agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Sheriff complies with all applicable federal and state non- discrimination laws. Sheriff will, in all solicitations or advertisements for employees placed by or on behalf of Sheriff, state that all qualified applicants shall receive consideration for employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Sheriff will incorporate the foregoing requirements of this Section in all of its contracts for any work prescribed in this Contract and will require all of its sub Sheriffs for any part of such work to incorporate such requirements in all subcontracts for such work.

ARTICLE VI - RECORDS RETENTION/INSPECTION REQUIREMENTS; CONFIDENTIALITY

- A. **Confidentiality of Information:** Sheriff agrees that all records, documents, writings, or other information produced by Sheriff under this Contract, and all records, documents, writings or other information used by Sheriff in performing this Contract are treated according to the following terms:

1. **Confidentiality of ACCS Information:** All ACCS information which, under the laws of the State of Ohio or under federal law, is classified as public or private, will be treated as such by Sheriff. Where there is a question as to whether information is public or private, the Athens County Prosecutor will make the final determination.
 2. **Confidentiality of Sheriff Information:** All Sheriff Information which is confidential under law will be held to be strictly confidential by ACCS.
- B. **Record Keeping:** Sheriff shall maintain books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this CONTRACT. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and ACCS personnel. Such records shall also be subject to inspection by the individual or entity making any audit required or performed as provided by law or regulation.
- C. **Document Retention:** Sheriff shall retain and preserve all financial documentation and all other records regarding this Contract including, but not limited to, any documentation used in the administration of the Contract, in its possession for a period of seven years from the date of the last submitted invoice (retention period). If an audit, litigation, or other action involving the records is initiated during the retention period, the records must be retained until all issues arising out of the action are resolved or until the end of the retention period, whichever is later.
- D. **Accessibility to Contract Documents:** Sheriff grants to ACCS, state and federal authorities or any auditor appointed by any of them, access, at all reasonable times, to any books, documents, papers, facilities, and records pertinent to this Contract.
- E. **State and Federal Audit Exceptions:** Sheriff shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this Contract.
- F. **Independent Audit:** If Sheriff conducts an independent audit of expenditures or other related components of the program subject to this Contract or both, Sheriff shall make copies of the audit available to ACCS. Sheriff shall notify ACCS of any other review, audit or monitoring and make available to ACCS copies of any report resulting from such audit, review, or monitoring upon ACCS' request. ACCS may Sheriff to provide an independent audit of expenditures or other related components of the program subject to this Contract, or both, if ACCS has evidence of misuse or improper accounting of funds.

ARTICLE VII – ASSIGNED FAMILY VIOLENCE INVESTIGATOR

- A. Sheriff agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract.
- B. Sheriff also agrees that, as an FVI assigned to represent ACCS, Sheriff assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Sheriff agrees that the Family Violence Investigator is an assigned FVI for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, workers Compensation Law, and Unemployment Insurance Law. Sheriff certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative.
- C. If at any time during the contractual period Sheriff becomes disqualified from conducting business in Ohio, for whatever reason, Sheriff must immediately notify ACCS of the disqualification and the FVI will immediately cease performance of its obligation hereunder.

ARTICLE VIII - SPECIAL CERTIFICATION MADE BY SHERIFF

By executing this Contract, Sheriff certifies and affirms current compliance and agrees to continued compliance with each condition listed in this ARTICLE VIII. Sheriff's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which ACCS relied in entering into this Contract:

- A. **No Conflict of Interest:** Sheriff, along with its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with discharging and fulfilling his or her functions and responsibilities under this Contract. Sheriff agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to ACCS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless ACCS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Executive Director, ACCS, P.O. Box 1046, Athens, Ohio 45701.
- B. **No Improper Influence:** Sheriff agrees to refrain from promising or giving to any ACCS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Sheriff also agrees that it will not solicit an ACCS employee to violate any ACCS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, or 2921.42 of the Ohio Revised Code. Sheriff, its officers, members, and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Revised Code, Sheriff has filed the statement with ACCS in addition to any other required filings.
- C. **No Lobbying:** No federal funds paid to Sheriff through this or any other agreement with ACCS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. Sheriff further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 45 C.F.R. Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this Contract exceeds \$100,000.00, Sheriff has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into.
- D. **Not Debarred or Suspended:** Neither Sheriff nor any principals of Sheriff is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other Federal department or agency as set forth in 45 C.F.R. Part 76. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is ever determined that Sheriff knowingly executed this certification erroneously, then in addition to any other remedies, this Contract will be terminated pursuant to ARTICLE IV, Section B and shall be considered in default under ARTICLE IV, and ACCS may advise the appropriate Federal agency of the knowingly erroneous certification.
- E. **Not Subject to Unresolved Finding for Recovery:** Sheriff certifies that is and any principals are in compliance with Revised Code section 9.24, which prohibits a State or Local agency from awarding a contract, funded in whole or in part by State funds, to an individual who has an unresolved finding for recovery issued by the State Auditor on or after January 1, 2001.
- F. **Compliant with Executive Agency Lobbying Requirements:** Sheriff is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Revised Code.
- G. **Compliance with Fair Labor Standards:** Sheriff is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Revised Code, which identifies Sheriff as having more than one unfair labor practice contempt of court finding.

- H. **Compliance with Child Support Obligations:** Sheriff agrees to cooperate with ACCS and any Child Support Enforcement Agency ("CSEA") in ensuring Sheriff or the employees of Sheriff meet child support obligations established under state or federal law. Further, by executing this Contract Sheriff certifies present and future compliance with any court or valid administrative order for withholding support which is issued pursuant to Chapter 3113 of the Revised Code.
- I. **Non-Discrimination:** Sheriff agrees not to discriminate against individuals who have or are participating in any work program administered by a county department of job and family services under Chapters 5101 or 5107 of the Revised Code.
- J. **Drug-Free Workplace:** Sheriff, its officers, members, or employees, any sub Sheriff, and/or independent Sheriffs (including all field staff) associated with the Contract agree to comply with all applicable state and federal laws regarding a drug- free workplace. Sheriff will make a good faith effort to ensure that all Sheriff officers, members, employees, and sub Sheriffs, while working on State, county, or private property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE IX - CONSTRUCTION; MISCELLANEOUS

- A. **Ohio Laws Govern:** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.
- B. **Clean Air Act, Clean Water Act, Energy Policy and Conservation Act:** as applicable to the performance of this contract, Sheriff will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15). Sheriff will also comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- C. **Copeland "Anti-Kickback" Act:** This Contract is created in compliance with and will be performed in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3).
- D. **Davis-Bacon Act:** This Contract is created in compliance with and will be performed in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by department of labor regulations (29 C.F.R. Part 5).
- E. **Public Record:** This Contract is a public record under the laws of the State of Ohio. By entering into this Contract, Sheriff acknowledges and understands that records related to this Contract and maintained by Sheriff may be deemed to be public records subject to disclosure under Ohio law. Sheriff agrees to comply with Ohio law regarding public records.
- F. **Terms of Contract Severable:** Should any portion of this Contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible.
- G. **Monitoring and Evaluation:** ACCS and Sheriff shall monitor the manner in which the terms of this Contract are being carried out and evaluate the extent to which its objectives are being achieved.
- H. **Procurement Requirements:** The procurement requirements for sub-grants awarding Department of Health and Human Services (HHS) funds to non-profit and for-profit organizations are located in 45 C.F.R. 74.41-74.48.
- I. **Equipment Disposal:** Under this Contract, equipment is defined as an article of non-expendable, tangible personal property costing more than one thousand and no one- hundredths dollars, that has a life expectancy of

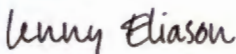
more than one year that was purchased with funds provided by HHS. When Sheriff ceases to use the equipment for the purposes for it was purchased and/or seeks to dispose of the equipment, then the provisions of 45 C.F.R. 74.34 shall apply. ACCS must be informed in writing that such has occurred and the equipment must be disposed of according to 45 C.F.R. 74.34.

- J. **Captions:** Captions of Articles and Paragraphs contained in this Contract shall have no force or effect and shall not be considered a part of the terms of this Contract

Whole Agreement: This Contract constitutes the entire agreement between ACCS and Sheriff with respect to all matters herein.

This Contract is approved by the Athens County Commissioner(s):

DocuSigned by:

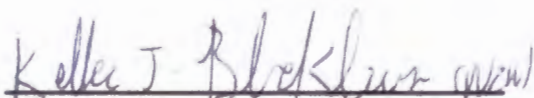


04FE7664B27A407...
Signature & Name

1/30/2023

Date

Prepared and Approved By:



Keller Blackburn, Athens County Prosecuting Attorney

1/26/23

Date

I hereby certify that the funds referenced in the above document are available:



Jill Thompson, Athens County Auditor
DANBORN

Athens County Children Services:

1/31/2023

Date



W. Otis Crockron Jr., Executive Director

2-1-2023

Date

Athens County Sheriff's Office:



Rodney Smith, Athens County Sheriff

2/21/23

Date

Contract Deliverables

Exhibit A

Job Title: Detective: Assigned to Athens County Children's Services (ACCS)-
Family Violence Investigations (FVI)

Department: Sheriff's Office (ACSO)

Reports To: Sheriff's Office Administration, as well as keeping assigned ACCS Supervisors informed of his/her activities

Prepared Date: 12/23/2022

Regular Hours (Time Block):
7:00am-4:30pm (Between Two Deputies)

SUMMARY

The purpose of this position is to investigate reported and suspected abuse and neglect crimes against children and provide law enforcement security for ACCS staff during family visitations. Successful performance helps ensure the protection of the general public and further judicial processes.

Hours of work, overtime and holidays as defined by the current Collective Bargaining Agreement between the Sheriff's Office and the Ohio Patrolmen's Benevolent Association.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES

- Independently and without direct supervision, thoroughly and competently with respect to the integrity of the criminal investigation, investigate assigned cases as they relate to ACCS referrals while coordinating with ACCS staff. Gathers information, assists with determination of the point at which cases are ready for prosecution, and appears in local, state, and federal courts to provide effective testimony regarding cases investigated.
- Maintains security at crime scenes; removes suspects from scenes; interviews and interrogates witnesses and suspects, assuring to not violate constitutional safeguards, applicable federal or Ohio State laws, in order to gather information regarding incidents; obtains statements; collect fingerprints/DNA from suspects; follows up leads to cases; apprehends suspects and violators of the law.
- Investigates and processes crime scenes and related law enforcement duties; photographs crime scenes, searches crime scenes for evidence, checks for latent fingerprints, and collects and preserves any physical evidence present; may serve as evidence custodian and transports evidence to crime lab.

- Obtain search warrants: establish probable cause, requests warrants, and communicates with other law enforcement personnel and/or agencies.
- Writes up narratives from information gathered from involved parties.
- Prepares a variety of records and reports, including supplemental investigation, background investigation, and statistical reports as required; maintains case files; reviews case files for potential leads and conducts independent/third party investigation as approved by the Sheriff.
- Provides case information to prosecutors, attorneys, other law enforcement officers, and outside agencies as requested.
- Assist, as needed, on the Athens County Child Advocacy Multi-disciplinary Team.
- As requested, meet with designated ACCS supervisors.
- When practical, necessary and relating to criminal investigations, participate in ACCS staffing and meetings as requested by ACCS.
- Coordinate activities and security coverage with ACCS staff.
- Participate in ACCS Safety Committee: Monitor activities at ACCS that may pose a threat to children, staff and community at large; respond appropriately to threats and hazards; strive to prevent potential crisis; alert ACCS staff to actions by staff which may compromise their safety or safety to others visiting the complex; and monitor ACCS visitation activities and alert staff of potential problems.
- Maintain confidentiality of cases, trust, integrity and character.
- Maintains a professional appearance.
- Demonstrates regular and predictable attendance.
- Attends required in-service training and any other additional training requirements.
- Must have the ability to perform shift work and required overtime.
- Must meet annual firearms qualification requirements.
- Answers questions asked by the general public, works with juveniles and adults in related matters; refers public to person or agencies which can provide further assistance as required.
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to the essential functions of the position and all agency safety procedures.
- Seek out and successfully complete intermediate and advanced trainings, as available, to remain informed of current developments and procedures pertinent to duties; may be required to attend seminars/training.

All essential functions, duties and responsibilities are accomplished in accordance with established policies and procedures within the ACSO.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); and successful completion of the Ohio Peace Officer Basic Academy. Must have a current Ohio Peace Officer Training Academy (OPOTA) certification. Must have skills in firearms or equivalent combination of training and/or experience and be able to pass annual firearms certification. Must possess a valid State of Ohio Motor Vehicle operator's license. Must possess adequate computer knowledge.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of the Constitution of the United States, federal and state laws, criminal and traffic laws, and office policies and procedures.
2. Knowledge of the geography and streets of the county.
3. Knowledge of criminal investigation methods and search-and-seizure laws.
4. Knowledge of the judicial process, criminal court procedures, child welfare and social work practices.
5. Skill in crime scene processing methods used to collect and preserve evidence for court admissibility.
6. Skill in operating a computer and standard office equipment.
7. Skill in using firearms and self-defense techniques.
8. Skill in defining problems, collecting data, establishing facts, and draw valid conclusions. Interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables to include medical and forensic issues.
9. Skill in maintaining an acceptable attitude regarding being tolerant, patient, and non-judgmental with our community and to include clients and staff of the ACCS.
10. Skill in observing and interpreting human behavior.
11. Skill in interview and interrogation techniques.
12. Skill in gathering, processing, recording, and filing evidence.
13. Skill in organizing and analyzing evidence.
14. Skill in interpersonal relations.
15. Skill in oral and written communication.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

MUST MEET FITNESS FOR DUTY REQUIREMENTS TO INCLUDE:

- Ability to work shift work and ability to work overtime.

- Bending, kneeling, stooping, crouching and twisting of body/torso.
- Carrying, dragging bodies.
- Climbing stairs.
- Close, far, side vision.
- Hearing alarms.
- Hearing voice communications.
- Typing and writing.
- Operating passenger cars.
- Physical control over people.
- Pushing/pulling and maintaining balance.
- Reaching above shoulders.
- Running/Walking.
- Sitting/Standing for long periods.
- Wearing heavy equipment.
- Ability to discharge a handgun, right-handed and left-handed.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job and may require protective devices. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The omission of specific statements does not exclude them from the position if the work is similar or related to the position. Signatures below signify that I have reviewed, understand and support the contents of the position description.

**AGREEMENT BETWEEN
THE ATHENS COUNTY CHILDREN SERVICES BOARD
AND
THE ATHENS COUNTY PROSECUTING ATTORNEY**

I.

PURPOSE

This Agreement is entered into by the Athens County Children Services Board (hereinafter "ACCSB") and the Athens County Prosecuting Attorney (hereinafter "Prosecutor" or "County Prosecutor").

WHEREAS, ACCSB desires to have assistant prosecuting attorney (APA) exclusively or partially exclusively dedicated to handle child welfare matters, and
WHEREAS the County Prosecutor desires to be able to dedicate APA to handle child welfare matters and to have ACCSB cover the expense of providing these dedicated APA and associated costs,
WHEREFORE, the parties enter into this agreement to define the respective parties' duties and responsibilities to fulfill their stated reasons for entering this agreement.

A further reason for entering into this agreement is to define the relationship and responsibilities between the parties for the Prosecutor's activities which contribute to the proper and efficient administration of Title IV-E of the Social Security Act (hereinafter "Title IV-E" or "IV-E"), 42 U.S.C.A. 670 et. seq.

II.

RESPONSIBILITIES OF THE ATHENS COUNTY CHILDREN SERVICES BOARD

Under this Agreement, the ACCSB will seek from the Federal government available federal financial participation (hereinafter "FFP"), on behalf of the Prosecutor, for the exercise of the Prosecutor's administrative functions specified in this Agreement, and as may be allowable under 45 CFR 1356.60 (C)(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, the ACCSB will distribute to the Prosecutor the FFP awarded and received by the ACCSB as well as the 50% local matching funds associated with the FFP. To the extent that the FFP and local matching funds do not cover the expenses associated with providing the legal services anticipated by this Agreement, the ACCSB will reimburse the Prosecutor for any said shortfall.

The ACCSB shall provide offices, office equipment and furniture and secretarial, administrative and clerical staff to support the APA assigned to the ACCSB. If the legal clerical staff is/are needed to cover other clerical vacancies, the APA will be consulted prior to the move to determine work load of legal clerical to assure that they can be spared.

III.

RESPONSIBILITIES OF THE ATHENS COUNTY PROSECUTING ATTORNEY

A. Role of Prosecutor

Under this Agreement, the ACCSB recognizes the Prosecutor as a unit of local government which performs activities which contribute to the proper and efficient administration of Title IV-E within the State of Ohio and within the County.

In this capacity, the County Prosecutor will exercise the authority granted it under Chapter 309 of the Revised Code to serve as legal counsel for the ACCSB in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

The County Prosecutor will provide one (1) full-time equivalent APA to represent the ACCSB pursuant to this agreement. The County Prosecutor will determine the arrangement of the office space assigned to the APA.

B. Pay for Services

If the Athens County Prosecutor finds it necessary to engage additional staff to meet the allowable functions described in Article III, section C beyond those performed by the one (1) full time APA, these allowable functions will be considered "pay for service" and will not exceed \$20,000.00 (Twenty Thousand Dollars) for the term of this contract. All pay for service tasks will be agreed upon by ACCSB and County Prosecutor prior to performance and must be assigned per case. All such assignments will be documented on an hourly basis by case and activity. The billing process will follow Section E procedures. The County Prosecutor further agrees to conform such accounting practices and procedures to the standards denoted in (2 CFR Part 225, Cost Principles for State, Local and Tribal Governments and to specifically conform the documentation of time and cost salary and wages to the requirements noted in 2 CFR Part 225, Appendix B, Provision 8).

C. Allowable Functions

Under this Agreement, the County Prosecutor may seek reimbursement for its costs related to serving as legal counsel for the ACCSB, the county agency empowered, pursuant to Chapter 5153 of the Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include, but are not limited to, representing the county child welfare agency in all court proceedings, preparing including necessary legal research, for such a representational role, preparing, including necessary legal research, pleadings, briefs, and other legal documents for court proceedings involving the ACCSB, and attending and/or participating in organized and formal training activities to improve the capacity of attendees to provide legal services.

D. Non-allowable Functions

Under this Agreement, the County Prosecutor may not seek reimbursement for any of the following activities:

1. All matters related to the adjudication and disposition of juvenile traffic offenders;
2. All matters related to the criminal prosecution of any child or adult except as related to training functions permitted in section C above;

3. All matters related to the determination of paternity of any child IV-D case pursuant to Section 3111.01 to 3111.19 of the Revised Code that is not child welfare related;
4. All matters related to the Uniform Interstate Family Support Act as codified in Chapter 3115 of the Revised Code;
5. All matters related to the County Prosecutor acting as legal counsel for any unit of government other than the ACCSB;
6. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State agency; and
7. The salary and benefits cost of any elected official.

E. Description of Costs Which May Be Claimed

As the ACCSB pays for many of the expenses enumerated below, this agreement enables it to seek FFP reimbursement for the funds that it expends to fulfill its obligations under this Agreement.

Under this Agreement, the County Prosecutor or ACCSB may seek reimbursement for any of the following costs incurred by their respective offices in the performance of the activities stated in section C, above:

1. Actual wages, fringe benefits, travel, and per diem of staff engaged in performing such activities;
2. Fees, travel, and per diem paid to outside counsel performing such activities;
3. Fees, travel, and per diem paid to investigators, consultants, or expert witnesses;
4. Actual wages, fringe benefits, travel, per diem, tuition or registration fees for staff attending organized and formal training activities to improve the capacity of attendees to provide competent legal services;
5. Telephone, postage costs, and duplication or printing separately metered or otherwise discretely identified as supporting such activities;
6. Equipment and consumable supplies for staff solely and exclusively assigned to performing such activities; and
7. Books, journals, newsletters, research services and aids.

The County Prosecutor and ACCSB shall be responsible for identifying and assigning costs to the activities enumerated in this Article. Such costs shall represent actual costs paid by the County Prosecutor or ACCSB by funds appropriated to it or otherwise used to support the operation of the County Prosecutor or ACCSB. The County Prosecutor agrees to devise and implement accounting practices and procedures which allow for auditing such costs, which conform to generally recognized accounting principles, and which treat both costs and activities consistently. The County Prosecutor further agrees to conform such

accounting practices and procedures to the standards denoted in (2 CFR Part 225, Cost Principles for State, Local and Tribal Governments and to specifically conform the documentation of time and cost salary and wages to the requirements noted in 2 CFR Part 225, Appendix B, Provision 8).

Invoices shall be sent via email to ATHENS_FISCAL_PCSA@jfs.ohio.gov

Billing cycle not to exceed 3 months per invoice

Invoices shall reflect the number of pay days within each month

Invoices must contain the following information:

1. APA name and address;
2. Amount of billing;
3. Contract number and date;
4. Purpose of the billing; and
5. Federal Tax I.D. number.

The County Prosecutor may not claim costs for reimbursement which have been paid with federal funds. Upon receipt of full reimbursement from the ACCSB for all allowable costs, the County Prosecutor may not claim any un-reimbursed portion of such costs for further reimbursement from the ACCSB or any other federal source.

F. Use of Funds Received

The County Prosecutor agrees to use any FFP provided by this Agreement to provide or improve services provided to the ACCSB and to coordinate such service improvements with the ACCSB.

IV.

COMPENSATION

The ACCSB agrees to reimburse the County Prosecutor the applicable level FFP earned for the costs reported by the Prosecutor, to the extent FFP has been received from the Federal government, for such costs but no later than 30 days after County Prosecutor submits such request for reimbursement to ACCSB.

Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State's Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. The ACCSB will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts.

If the Ohio General Assembly, the Federal government, or any other source at any time disapproves or ceases to continue funding the ACCSB for payments due hereunder, this agreement is terminated as of the date funding expires without prior notice or further obligation of the ACCSB, except that ACCSB will, subsequent to termination, provide written notice to the County Prosecutor, pursuant to Article VI, section A.

For the calendar year 2023, the maximum amount for salary and fringe benefits payable under this agreement for the one (1) assigned Assistant Prosecutor will not exceed \$105,000 (One-Hundred Five-Thousand Dollars) and will be actual cost.

V.

EFFECTIVE DATE AND TERM

This Agreement will become effective January 1, 2023 and will remain in effect until December 31, 2023. The parties anticipate that this contract will be renewed from year to year under like terms with the modification being the amount of salary and fringe benefits payable to the APA.

VI.

NOTICE AND COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS

A. This Agreement may be terminated by any party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: If ACCSB is terminating the agreement, to the County Prosecutor, at 1 S. Court St., Athens, Ohio 45701; If the County Prosecutor is terminating the agreement, to the Executive Director, ACCSB, 18 Stonybrook Dr., Athens, Ohio 45701.

B. The parties agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement. Failure to follow contract related state, federal or local laws and regulations shall result in the immediate termination of this Contract. County Prosecutor shall immediately notify ACCSB of any changes that would affect County Prosecutor's ability to provide services as outlined in this Contract.

C. **Minimizing Damages:** County Prosecutor, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting from the part of the project already completed, and such other matters as ACCSB may require.

D. **Compensation upon Termination:** In the event of suspension or termination under this Article VI, County Prosecutor will be entitled to compensation upon submission of a proper invoice, for the work performed prior to receiving the termination or suspension notice, which will be calculated by ACCSB based on the rate set forth in Article III, less any funds previously paid by or on behalf of ACCSB or in the case of services for which the County Prosecutor charges a flat rate, based on a reasonable percentage of the total services performed, as determined by ACCSB, less any funds previously paid by or on behalf of ACCSB. ACCSB is not liable for any further claims except for such claims as are accrued after termination of the contract, but necessary to complete legal representation responsibilities required by Court, rule or statute and the claims submitted by County Prosecutor are not to exceed the total amount of consideration stated in this Contract.

E. **Remedies for Breach or Default:** Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, ACCSB may exercise any administrative, contractual, equitable, or legal

remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ACCSB retains the right to exercise all remedies hereinabove mentioned, or available to it under law.

F. Waiver: If ACCSB or County Prosecutor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by ACCSB is not effective unless it is in writing signed by the ACCSB Contract Manager.

Notices: All notices required to be sent pursuant to the Contract shall be sent to the following addresses:

Notice to ACCSB – W. Otis Crockron Jr., Executive Director, Athens County Children Services, P.O. Box 1046, Athens, Ohio 45701 Otis.Crockron@jfs.ohio.gov

Notice to County Prosecutor – Keller J. Blackburn, Prosecuting Attorney, Athens County Prosecuting Attorney's Office, Athens County Court House, 1 South Court Street, Athens, OH 45701

If a party needs to change the person to be notified, or the address at which it is to be notified, such necessary change shall be sent to the other party at its above stated address as soon as that information becomes available.

VII.

RECORDS RETENTION AND AUDIT EXCEPTIONS

A. All records relating to costs and supporting documentation for invoices submitted to the ACCSB by the County Prosecutor shall be retained and made available by for audit by the State of Ohio (including, but not limited to ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this Agreement. If an audit is initiated during this time period, the ACCSB and County Prosecutor shall retain such records until the audit is concluded and all issues resolved.

B. The ACCSB shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to state or federal funding of the Agreement. The ACCSB shall timely notify the County Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from the ACCSB, the Prosecutor shall cooperate fully with the ACCSB, and timely prepare and send to the ACCSB, its written response to the audit exception. Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

The Prosecutor shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement. The ACCSB shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both ACCSB and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.

VIII.

EQUAL EMPLOYMENT OPPORTUNITY

A. **Non-Discrimination:** In carrying out this Contract, the County Prosecutor will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. County Prosecutor will ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment, or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

B. **Notices of Compliance with Non-Discrimination Laws:** County Prosecutor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that County Prosecutor complies with all applicable federal and state non-discrimination laws. County Prosecutor will, in all solicitations or advertisements for employees placed by or on behalf of County Prosecutor, state that all qualified applicants shall receive consideration for employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. County Prosecutor will incorporate the foregoing requirements of this Section in all of its contracts for any work prescribed in this Contract, and will require all of its assigned Prosecutors for any part of such work to incorporate such requirements in all subcontracts for such work.

IX.

ASSIGNED ASSISTANT PROSECUTING ATTORNEY

County Prosecutor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract.

County Prosecutor also agrees that, as an APA assigned to represent ACCSB, County Prosecutor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. County Prosecutor agrees that Assistant Prosecuting Attorney is an assigned APA for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, workers Compensation Law, and Unemployment Insurance Law. County Prosecutor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative.

If at any time during the contractual period County Prosecutor becomes disqualified from conducting business in Ohio, for whatever reason, County Prosecutor must immediately notify ACCSB of the disqualification and APA will immediately cease performance of its obligation hereunder.

X.

SPECIAL CERTIFICATION MADE BY COUNTY PROSECUTOR

By executing this Contract, County Prosecutor certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Article X. County Prosecutor's certification and affirmation of

compliance with each of these conditions is considered to be a material representation of fact upon which ACCSB relied in entering into this Contract:

A. **No Conflict of Interest:** County Prosecutor, along with its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with discharging and fulfilling his or her functions and responsibilities under this Contract. County Prosecutor agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to ACCSB in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless ACCSB shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Executive Director, ACCSB, P.O. Box 1046, Athens, Ohio 45701.

B. **No Improper Influence:** County Prosecutor agrees to refrain from promising or giving to any ACCSB employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. County Prosecutor also agrees that it will not solicit an ACCSB employee to violate any ACCSB rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, or 2921.42 of the Ohio Revised Code. County Prosecutor, its officers, members, and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Revised Code, County Prosecutor has filed the statement with ACCSB in addition to any other required filings.

C. **No Lobbying:** No federal funds paid to County Prosecutor through this or any other agreement with ACCSB will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. County Prosecutor further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 45 C.F.R. Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this Contract exceeds \$100,000.00, County Prosecutor has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into.

D. **Not Debarred or Suspended:** Neither County Prosecutor nor any principals of County Prosecutor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other Federal department or agency as set forth in 45 C.F.R. Part 76. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is ever determined that County Prosecutor knowingly executed this certification erroneously, then in addition to any other remedies, this Contract will be terminated pursuant to Article IX, section B and shall be considered in default under Article X, and ACCSB may advise the appropriate Federal agency of the knowingly erroneous certification.

E. **Not Subject to Unresolved Finding for Recovery:** County Prosecutor certifies that is and any principals are in compliance with Revised Code section 9.24, which prohibits a State or Local agency from awarding a contract, funded in whole or in part by State funds, to an individual who has an unresolved finding for recovery issued by the State Auditor on or after January 1, 2001.

F. **Compliant with Executive Agency Lobbying Requirements:** County Prosecutor is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Revised Code.

G. **Compliance with Fair Labor Standards:** County Prosecutor is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Revised Code, which identifies County Prosecutor as having more than one unfair labor practice contempt of court finding.

H. **Compliance with Child Support Obligations:** County Prosecutor agrees to cooperate with ACCSB and any Child Support Enforcement Agency ("CSEA") in ensuring County Prosecutor or the employees of County Prosecutor meet child support obligations established under state or federal law. Further, by executing this Contract County Prosecutor certifies present and future compliance with any court or valid administrative order for withholding support which is issued pursuant to Chapter 3113 of the Revised Code.

I. **Non-Discrimination:** County Prosecutor agrees not to discriminate against individuals who have or are participating in any work program administered by a county department of job and family services under Chapters 5101 or 5107 of the Revised Code.

J. **Drug-Free Workplace:** County Prosecutor, its officers, members, or employees, any assigned APA, and/or independent County Prosecutors (including all field staff) associated with the Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. County Prosecutor will make a good faith effort to ensure that all County Prosecutor officers, members, employees, and assigned APA, while working on State, county, or private property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XI.

CONSTRUCTION; MISCELLANEOUS

A. **Ohio Laws Govern:** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

B. **Clean Air Act, Clean Water Act, Energy Policy and Conservation Act:** as applicable to the performance of this contract, County Prosecutor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15). County Prosecutor will also comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. **Copeland "Anti-Kickback" Act:** This contract is created in compliance with and will be performed in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3).

D. **Davis-Bacon Act:** This contract is created in compliance with and will be performed in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by department of labor regulations (29 C.F.R. Part 5).

E. **Public Record:** This Contract is a public record under the laws of the State of Ohio. By entering into this Contract, County Prosecutor acknowledges and understands that records related to this Contract and maintained by County Prosecutor may be deemed to be public records subject to disclosure under Ohio law. County Prosecutor agrees to comply with Ohio law regarding public records.

F. **Terms of Contract Severable:** Should any portion of this Contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible.

G. **Monitoring and Evaluation:** ACCSB and County Prosecutor shall monitor the manner in which the terms of this Contract are being carried out and evaluate the extent to which its objectives are being achieved.

H. **Procurement Requirements:** The procurement requirements for sub-grants awarding Department of Health and Human Services (HHS) funds to non-profit and for-profit organizations are located in 45 C.F.R. 74.41-74.48.

I. **Equipment Disposal:** Under this Contract, equipment is defined as an article of non-expendable, tangible personal property costing more than one thousand and no one-hundredths dollars, that has a life expectancy of more than one year that was purchased with funds provided by HHS. When County Prosecutor ceases to use the equipment for the purposes for it was purchased and/or seeks to dispose of the equipment, then the provisions of 45 C.F.R. 74.34 shall apply. ACCSB must be informed in writing that such has occurred and the equipment must be disposed of according to 45 C.F.R. 74.34.

J. **Captions:** Captions of Articles and Paragraphs contained in this Contract shall have no force or effect and shall not be considered a part of the terms of this Contract.

XII. ENTIRETY OF AGREEMENT

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1 day of January, 2023.

Athens County Children Services

By [Signature] Date 3.6.2023
W. Otis Crockron Jr. Executive Director

Athens County Prosecuting Attorney's Office

By [Signature] Date 3/21/23
Keller J. Blackburn, Prosecuting Attorney

I hereby certify that the funds referenced in the above document are available.

[Signature] 3.30.2023
Jill Davidson, Athens County Auditor Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 4TH day of APRIL, 2023.

Athens County Commissioner(s)

By [Signature]
Signature

LENNY ELIASON
Print Name



Athens County Children Services

*Protecting Children,
Strengthening Families,
Securing Futures*

P.O. Box 1046, Athens, OH 45701 • T (740) 592-3061 • F (740) 593-3880 • athenschildrenservices.com

March 30, 2023

Jill Davidson
Athens County Auditor's Office
15 S. Court Street # 330
Athens, OH 45701

RECEIVED

MAR 30 2023

Jill Thompson
Athens County Auditor

Dear Mrs. Davidson,

I am writing at the request of Deputy Auditor, Kristen Andrews regarding an assurance needed for funding related to the contract between the Athens County Prosecuting Attorney's office and our agency.

The Athens County Children Services Board approved a budget of \$210,000.00 in fund line 421-1430-530121 Staff Attorney/Investigator for the 2023 calendar year. A portion of that budgeted amount is specifically designated to cover the full costs of the renewal of the annual contract between Athens County Children Services and the Athens County Prosecuting Attorney's office.

Please accept this as our agency's assurance that the funds are designated appropriately.

Sincerely,

Shelly Campbell, MBA
Business Administration Manager



**ABUSE, NEGLECT, THEFT AND EXPLOITATION OF INDIVIDUALS WITH
DEVELOPMENTAL DISABILITIES**

MEMORANDUM OF UNDERSTANDING

Updated March 2022

Administration

801 West Union Street - Athens, Ohio 45701

Phone: 740-594-3539 - Fax: 740-593-3189

Dr. Kevin Davis, Superintendent

athenscbdd.org

**ATHENS COUNTY BOARD OF DEVELOPMENT DISABILITIES (DD) MEMORANDUM
OF UNDERSTANDING (MOU)**

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**ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES ABUSE, NEGLECT,
THEFT AND EXPLOITATION**

MEMORANDUM OF UNDERSTANDING (MOU)

A. INTRODUCTION TO THE PLAN

The attached Memorandum of Understanding (MOU) represents a community commitment to respond to reports of alleged, suspected, and/or actual occurrences of abuse, neglect, theft and exploitation through open communication with all mandated subscribers. This plan will define a system of intervention services and coordinate procedures established to protect Individuals with Developmental Disabilities. The participants of this plan agree to work cooperatively to achieve the following goals to ensure the health and welfare of the Individuals served.

B. GOALS OF THE MEMORANDUM OF UNDERSTANDING (Refer to ORC 5126.058 (B) and (C))

1. The elimination of unnecessary interviews of persons who are the subject of reports of abuse, neglect, theft and exploitation;
2. To provide protection, aid, and treatment to the victims of abuse, neglect, theft and exploitation;
3. To ensure the prompt and proper reporting of incidents of suspected or actual abuse, neglect, theft and exploitation;
4. To bring about prosecution and/or treatment of the perpetrators of abuse, neglect, theft and exploitation;
5. To conduct timely and thorough investigations of abuse, neglect, theft and exploitation referrals in order to protect Individuals with developmental disabilities;
6. To protect the Individual and family from further abuse and trauma by elimination of duplication and gaps in efforts by all professionals involved (refer to #1);
7. To establish the normal operating procedures to be employed by all concerned officials in the execution of their respective responsibilities under ORC Sections 313.12, 2151.421, 2903.16, 5126.058, 5126.31, and 5126.33;
8. To define the responsibilities and interrelationships among participating agencies for the handling and coordination of abuse, neglect, theft and exploitation investigation, prosecution, and treatment; and
9. To define responsibilities in criminal and administrative investigations.

C. REQUIRED SUBSCRIBERS TO MOU (Refer to ORC 5126.058 (A) (3) to (A) (8))

Statutory authority for this document is contained in Section 5126.058 of the Ohio revised Code (ORC). There is an expectation that mandated subscribers, as set forth in section B-3 of this document, enter into a MOU as stated in the "Goals" of this MOU. For the sake of the MOU, the Athens County Board of Developmental Disabilities is a mandated subscriber as section 5126.058 of ORC requires that each County Board of Developmental Disabilities shall prepare such an MOU.

The following is a list of mandated subscribers:

1. The Athens County Probate Court Judge or Probate representative;
2. The Athens County Sheriff (Peace Officer)
3. All Chief Municipal Peace Officers within Athens County;
4. All other law enforcement officers handling abuse, neglect, theft and exploitation of persons with Developmental Disabilities in Athens County;
5. The Athens County Prosecuting Attorney;
6. Athens County Children Services;
7. The Athens County Coroner

D. PURSUANT TO ORC 5126.058, OPTIONAL PARTIES TO THE MEMORANDUM OF UNDERSTANDING INCLUDE THE FOLLOWING:

1. Victim advocates;
2. Municipal Court Judges and Prosecutors;
3. Adult Protective Services;
4. Developmental Centers;
5. Ohio State Highway Patrol;
6. Family and Domestic Relations Courts; and
7. Any other person whose participation furthers the goals of the MOU.

E. FAILURE TO FOLLOW MOU

ORC 5126.058(B) states:

"A failure to follow the procedure set forth in the memorandum by the concerned officials is not grounds for, and shall not result in, the dismissal of any charge or complaint arising from any reported case of abuse, neglect, or exploitation and does not give any rights or grounds for appeal or post-conviction relief to any person." (ORC 5126.058 (B)).

F. CONFIDENTIALITY OF REPORTS

All parties of this MOU shall comply with all laws and regulations that relate to confidentiality of information regarding Individuals receiving County Board services. The parties shall cooperate to operationalize the Health Insurance Portability and Accountability Act of 1996 (HIPPA) requirements.

Reports made under section 5123.61 of ORC and 5123:2-17-02 of the OAC are non-public records as defined in section 149.43 of the Revised Code. Records may only be provided to certain parties authorized to receive them in accordance with sections 5123.613 and 5126.011 of the Revised Code.

Each report of suspected abuse, neglect, theft and exploitation is confidential. The information shared with the subscribers of this Memorandum of Understanding is made available only for the purposes of investigation, treatment, or case management of suspected abuse, neglect, theft and exploitation of an Individual with a developmental disability.

See Ohio Administrative Code section 5101:2-34-38 relating to confidentiality and reports of child abuse/neglect.

G. REPORTING ALLEGATIONS OF ABUSE, NEGLECT, THEFT AND EXPLOITATION OF INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES

ORC 5123.61(C) (1) states: "Any person listed in division (C)(2) of this section, having reason to believe that an individual with a developmental disability has suffered or faces a substantial risk of suffering any wound, injury, disability, or condition of such a nature as to reasonably indicate abuse or neglect of that individual, shall immediately report or cause reports to be made of such information to the entity specified in this division. Except as provided in section 5120.173 of the Revised Code or as otherwise provided in this division, the person making the report shall make it to a law enforcement agency or to the county board of developmental disabilities. If the report concerns a resident of a facility operated by the department of developmental disabilities the report shall be made either to a law enforcement agency or to the department. If the report concerns any act or omission of an employee of a county board of developmental disabilities, the report immediately shall be made to the department and to the county board."

The persons listed in ORC 5123.61 (C)(2) are:

- Attorney
- Physician (including a hospital intern or resident)

- Hospital administrator or employee of a hospital
- Employee of an ambulatory health facility per ORC 5101.61
- Employee of home health agency, adult care facility licensed under ORC Chapter 3722, or a community mental health facility
- Dentist
- Podiatrist, Chiropractor
- Practitioner of a limited branch of medicine, per ORC 4731.15
- Nurse licensed under ORC Chapter 4723
- Coroner
- Psychologist
- Peace Officer
- Resident's right advocate per ORC 3721.10
- School teacher or school authority
- Social worker
- Clergymen employed in a position that included providing specialized services to an Individual with developmental disabilities while acting in an official or professional capacity in that position or a person who is employed in a position that includes providing specialized services to an Individual with DD and who while acting in an official or professional capacity, renders spiritual treatment through prayer in accordance with the tenets of an organized religion
- Superintendent, board member, or employee of a county board of DD
- Administrator, board member, or employee of a residential facility licensed per ORC 5123.19
- Administrator, board members, or employee of public/private provider of services to a person with DD
- A DD employee as defined in ORC 5123.50
 - Employee of Department of DD
 - Employee of a County Board of DD
 - Employee in a program or service designed and operated to primarily service persons with DD including programs and services provided by an entity licensed or certified by DD
- A member of the citizens' advisory council established at an institution of the department per ORC 5123.092

H. REPORTING CHILD ABUSE

Orc 2151.421 (A) (1) states: No person described in division (A)((1)(b) of this section who is acting in an official or professional capacity and who knows or suspects that a child under eighteen years of age or an intellectually disabled, developmentally disabled, or physically impaired child under twenty-one years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, shall fail to immediately report that

knowledge or suspicion to the entity of persons specified in this division. Except as provided in section 5120.173 of the ORC, the person making the report shall make it to the entity specified in that section.

Those required to report suspected abuse and neglect under ORC 5121.421 (A)(1)(b) are:

- Attorneys
- Physicians, including hospital interns and residents
- Podiatrists
- Audiologists
- Child day care center
- Licensed psychologists
- Professional administrator/employee counselor
- Children services agency (public or private) administrator/employee
- School authorities
- Practitioners in limited branch of medicine, per R.C. 4731.1
- Residential camp or child day camp administrator/employee
- Other health care professionals
- School employees
- Coroners
- School psychologists (licensed)
- Certified child care agency
- School teacher administrator/employee
- Dentists
- Social workers
- Nurse
- Speech pathologists
- A superintendent of a county board of developmental disabilities
- A board member or an employee of a county board of developmental disabilities
- An investigative agent under contract with a county board of developmental disabilities or an employee of the Ohio Department of Developmental Disabilities
- Persons rendering spiritual treatment through prayer in accordance with the tenants of a well-recognized religion
- Agent of county humane society
- Marriage and family therapist including independent marriage and family therapists

I. HOW TO REPORT ALLEGED ABUSE, NEGLECT, THEFT AND EXPLOITATION

Reports may be made to the Athens County Board of Developmental Disabilities, Athens County Children Services for children 0-21 years of age, or any law enforcement agency by telephone or in person and shall be followed up in writing if requested. All reports involving children (0-21 years of age) received by the Athens County Board of Developmental Disabilities will be immediately forwarded to Athens County Children Services for possible investigation. The reports shall contain the following information:

1. Name, age, and address of the Individual;
2. Any pertinent information in establishing the cause of the injury, abuse, or neglect;
3. The nature of the Individual's injuries, abuse, or neglect (including any evidence of previous injuries, abuse, or neglect); or known or suspected threats of injury, abuse, or neglect, including history of domestic violence.

The Athens County Board of Developmental Disabilities Major Unusual Incident Department:

801 W. Union Street, Athens, Ohio 45701

Contact: MUI Coordinator

Phone: **740-541-9590** (Office)

Athens County Board of Developmental Disabilities after hours: **740-447-0710**

- On-call staff are available to receive emergency reports 24 hours a day, 7 days per week

Athens County Children Services:

18 Stonybrook Drive, Athens, Ohio 45701

Phone: **740-592-3061**

Regular Hours: Monday through Friday 8:00am-4:30pm

Emergency Number: **1-877-477-0772**

J. FAILURE TO REPORT

"Whoever violates (mandated reporter violation) section 5123.20 of Revised Code is guilty of a misdemeanor of the first degree" (ORC: 5123.99).

Whenever a mandated reported fails to report suspected abuse or neglect as required by ORC: 5123.61 Division (C), (E), or (G) (3) they are guilty of a misdemeanor of the fourth degree, or if the abuse or neglect constitutes a felony, then the individual is guilty of a misdemeanor of the second degree.

When a mandated reporter violates Division (A), Section 5123.604 of the Revised Code, they are guilty of a misdemeanor of the second degree. A violation of division (B) of 5123.604 of the Revised Code is subject to a \$1,000 fine. (ORC 5123.99)

Any person who fails to make a report required under division (C) of section 5123.61 and is a developmental disabilities employee as defined by section 5123.50 of the Revised Code, shall be eligible to be included in the Ohio Department of Developmental Disabilities Abuser Registry regarding misappropriation, abuse, neglect, or other specified misconduct by DD employees under section 5123.52 of the Revised Code.

K. PROCEDURES FOR RESPONDING TO REPORTS OF ABUSE, NEGLECT, THEFT AND EXPLOITATION

All involved entities recognize that Law Enforcement, Athens County Children Services, and the Athens County Board of Developmental Disabilities have independent statutory obligations to investigate abuse, neglect, theft and exploitation. Law enforcement's investigation will typically focus on determination of criminal culpability and prosecution. Athens County Children Services investigations will assess risk to children, making referrals for appropriate services and supplying mandated information to Ohio's Central Registry. The Athens County Board of Developmental Disabilities has responsibilities similar to Athens County Children Services and also must determine culpability for possible administrative action. Involved entities will closely coordinate and communicate activities related to investigations.

The Athens County Board of Developmental Disabilities' investigations are administrative fact finding processes and include determining what immediate action must be taken to ensure the health and welfare of an Individual, and offering recommendations for plans of correction to prevent similar events from reoccurring. The Athens County Board of Developmental Disabilities also analyzes data related to these reports over specific periods of time to monitor for trends and patterns to assist in the prevention of future incidents.

The following section of this MOU outlines the best practice procedures to be followed by the mandatory subscriber in responding to reports of abuse, neglect, theft and exploitation regarding Individuals with developmental disabilities. These reports include allegations, suspicions, and/or actual occurrences of abuse, neglect, theft and exploitation and requires coordination between the Athens County Board of Developmental Disabilities, law enforcement, Athens County Children Services, and/or any other parties as necessary and/or required by their specific roles, and according to rules, codes, laws governing each party's legal obligation(s), and/or best practice standards set forth in this MOU and include:

- (A) Reports of an emergency nature;

- (B) Reports of a non-emergency nature;
- (C) Reports involving deaths and/or suspicious deaths; and
- (D) Separate reviews or investigations.

L. EMERGENCY SITUATIONS

The Athens County Board of Developmental Disabilities will respond promptly to situations where the health and welfare of Individuals with developmental disabilities are in jeopardy. A situation would be considered an emergency when it has been determined that there is a substantial risk of harm to the Individual. Further, an emergency situation includes immediate need of assistance from law enforcement to fact find regarding the situation in order to preserve potential criminal culpability, to complete an assessment of harm and/or potential risk to health and welfare, and to be available to provide police authority when necessary. Law enforcement may request immediate assistance from the Athens County Board of Developmental Disabilities to secure services or alternate placement options that will address the immediate health and welfare needs of the Individual.

Attachment A outlines the specific activities to be carried out by law enforcement and the county board in emergency, non-emergency, third party, and suspicious death situations.

M. COURT ORDERED PROTECTIVE SERVICES

The Athens County Board of Developmental Disabilities may file a complaint with the Probate Court for an adult (over the age of 21) if he/she is eligible to receive services and supports under ORC 5126.041 for an order authorizing the county board to arrange for services for the prevention, correction, or discontinuance of abuse or neglect or any condition resulting from abuse or neglect when the county board has been unable to secure the consent of the adult or the adult's guardian.

The complaint shall include:

1. Name, age, and address of the adult;
 2. Facts describing the nature of the abuse, neglect, theft and exploitation that supports the county board's belief those services are needed;
 3. Types of services proposed as set forth in the protective service plan;
 4. Facts showing attempts to obtain consent of the adult or legal guardian
- The Athens County Board of Developmental Disabilities shall give the adult notice of the filing of the complaint and inform the adult of the right to a hearing. The notice shall be personally served on all parties and the adult's attorney, and Legal Rights Service.
 - The court shall hold a hearing at least 24 hours but no later than 72 hours after the notice.

- The court shall issue an order authorizing the board to arrange for protective services if it finds clear and convincing evidence that:
 1. The adult with a developmental disability is at substantial risk of harm or death as a result of abuse, neglect, or exploitation;
 2. The adult does not have the capability to make decisions concerning food, clothing, shelter, health care, or other necessities;
 3. The adult is in need of services;
 4. No person that is authorized by law or court order to give consent is available or willing.

Attachment B outlines specific procedures to obtain court ordered protective services

N. ADMINISTRATIVE AND CRIMINAL INVESTIGATION

In compliance with ORC 5126.058, information sharing procedures are built into this Memorandum of Understanding. The signers of this document hereby express a commitment to share information, to facilitate the investigation, treatment, and/or Service and Support of suspected abuse, neglect, theft and exploitation of Individuals with Developmental Disabilities.

ORC 5123.61 (M) states information contained in reports of abuse and neglect under ORC 5123.61 shall be made available to the person who is subject to the report, to the person's legal counsel, and to agencies authorized to receive information in the report by the Ohio Department of Developmental Disabilities or by a county board of developmental disabilities.

The administrative investigation conducted by the Athens County Board of Developmental Disabilities' assigned Major Unusual Incident (MUI) Investigative Agent (IA) per requirement of the Ohio Administrative Code 5123:2-17-02 is a detailed fact finding process with four primary goals:

1. To determine whether the allegation is substantiated;
2. To determine the degree of risk to the Individual;
3. To develop and implement a plan to protect the Individual (immediate action/prevention plan);
4. To gather evidence to support criminal prosecution and other judicial proceedings (abuser registry), where indicated.

All investigations conducted by Investigative Agents who provide services on behalf of the Athens County Board of Developmental Disabilities will follow an established protocol set forth by the Ohio Department of Developmental Disabilities.

Attachment C outlines the Protocol to be followed by the Investigative Agent/County Board.

INVESTIGATIVE INTERVIEWS

This administrative investigation process mandates interviews of the following parties:

1. All direct witnesses including the victim
2. Medical professionals as to the possible cause or age of the injuries
3. Others who may have relevant information

All interviews conducted during an administrative investigation shall be documented thoroughly.

To every extent practicable, investigative interviews of the Individuals who are the subject of reports of abuse, neglect, theft and exploitation where criminal activity is suspected, will be cooperatively planned by the Athens County Board of Developmental Disabilities or Athens County Children Services (in the case of a child) and the respective law enforcement agency.

Written investigative reports, statements, and staff consultation regarding interviews of principal persons involved in abuse, neglect, theft and exploitation cases will be available to subscribers of this MOU in order to eliminate the need for unnecessary interviews of Individuals.

Categories of personnel who may conduct investigative interviews of Individuals who are subjects of reports of alleged abuse, neglect, theft and exploitation will be limited to the following:

Caseworker and supervisory staff of the children services board, and forensic interview staff as determined by the children services board

Law enforcement officers

Prosecuting attorneys

Coroner and investigator

Legal counsel

Investigative Agents from the Board of Developmental Disabilities

All parties involved in an investigation will establish a strategy for completing the interview process, avoiding multiple interviews with the victim and minimizing the potential for duplication in the investigative process.

The Athens County Board of Developmental Disabilities personnel will be available to assist investigative parties upon request in order to provide technical assistance relative to the potential strengths, limitations, and capacity of the Individual with developmental disabilities who is being interviewed. A number of factors may contribute to the success of an interview with an Individual who has disabilities. For example, the Individual may be intimidated if there are several persons present in the interview. It should be noted that the Individual's ability to expressively communicate information may be affected by their capacity to grasp concepts of time and place.

Attachment D provides suggestions for conducting interviews to minimize trauma to victims.

SEPARATE INVESTIGATIONS TO BE CONDUCTED BY THE OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES

The Ohio Department of Developmental Disabilities is required to conduct a separate investigation when the following circumstances are present:

1. The allegation involves the superintendent of the county board or the executive director of a regional council of government (COG).
2. The allegation involves a county board management employee.
3. The allegation involves a current board member of the board for the county.
4. The allegation involves a person with a known relationship with the superintendent or executive director of the council of government.
5. The allegation involves a county board employee being responsible for the death of an Individual, has committed sexual abuse against the Individual, or neglect that has resulted in an emergency room visit or hospitalization.
6. Others deemed appropriate by the Ohio Department of Developmental Disabilities and/or mandated by Ohio Administrative Code.

O. ADVOCACY FOR VICTIMS WITH DEVELOPMENTAL DISABILITIES

Local victim advocacy groups may be asked to provide services to Individuals with developmental disabilities who have been victimized. These services may include assisting the victim to understand courtroom procedures when they may testify in court. Advocates may also assist family members or their providers of support to understand processes followed by the criminal justice systems. The Athens County Board of Developmental Disabilities may provide assistance to the advocacy organization should adaptations need to be made in order to accommodate Individuals with disabilities.

In cases where a person is charged with a crime or specified delinquent act or with any violation of law and the victim is a person with developmental disabilities, the prosecutor in the case shall send written notice to the Ohio Department of Developmental Disabilities and specifically identify the person so charged.

P. INFORMATION SHARING

The subscribers, by signing this document, do hereby express a commitment to share information, facilitate the investigation, prosecution, treatment, and/or case management of suspected abuse, neglect, theft and exploitation cases involving Individuals with developmental disabilities.

***AMENDING THE MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding may be amended by agreement of the mandated subscribers if significant changes are necessary prior to the next review. Reviews of this MOU will be made as necessary, but at a minimum of once every four years. All reviews of this MOU will be documented. All changes will be incorporated into this document and all parties will be notified of the changes.

Q. SIGNATURE PAGE**ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES MEMORANDUM OF UNDERSTANDING (MOU)****SIGNATURES**

Rodney Smith
 Rodney Smith, Sheriff
 Athens County Sheriff's Office

7/1/22 204-2
 Date Tom Pyle, Chief
 Athens City Police Department

7/6/22
 Date

Scott Fitch
 Scott Fitch, Chief
 Nelsonville City Police Department

7/19/22 Covered under Athens County Sheriff's Department
 Date Ryan Nagucki, Chief
 Glouster Police Department

Date

Andrew Powers
 Andrew Powers, Chief
 Ohio University Police Department

4.12.22 Keller J. Blackburn
 Date Keller Blackburn, Prosecutor
 Athens County Prosecutors Office

6/23/22
 Date

Jean Demosky
 Jean Demosky, Executive Director
 Athens County Job & Family Services

7/12/22 ****Not providing services as of April 2022**
 Date Tina Trimmer, Executive Director
 Athens County Child Advocacy Center

Date

Honorable Zachary Saunders
 Honorable Zachary Saunders
 Juvenile Court Judge

4/6/2022
 Date Dr. Carl Ortman, Coroner
 Athens County Coroner's Office

Date

W. Otis Crackdon, Jr.
 W. Otis Crackdon, Jr., Executive Director
 Athens County Children Services

4-11-2022 Kevin Davis
 Date Dr. Kevin Davis, Superintendent
 Athens County Board of Developmental Disabilities

Date

Joe Sprague
 Joe Sprague, Chief
 Albany Police Department

7/7/22 Covered under Athens County Sheriff's Department
 Date Scott Miller, Chief
 Amesville Police Department

Date

Date

Troy Smith
 Troy Smith, Chief
 Coolville Police Department

09.05.22
 Date

R. ATTACHMENTS

ATTACHMENT A - Adults 21 years of age or older with developmental disabilities

REPORTS OF AN EMERGENCY NATURE

Definition: An emergency is a situation where there is reason to believe that there is an imminent threat to an Individual's life or safety.

LAW ENFORCEMENT ACTIVITIES

1. Receipt of Reports:
 - Shall receive reports of abuse, neglect, theft and exploitation from any source and share with the county board of DD to coordinate investigative efforts.
 - Shall coordinate in the investigation with county board staff, as required with this plan.
 - Be able to provide police authority and support to county board staff.
2. Investigation Reports:
 - Determine the circumstances surrounding the injury or harm
 - Assessment of harm also ranks as first priority; the assessment activity may be initiated prior to county board's involvement if situation dictates such action.
 - Be available to provide police authority and support for county board staff.
 - Participate in the investigation to determine criminal culpability and/or conduct.
 - Provide the county board with written reports on the investigation, as requested, to support legal action on the case.
3. Removal of Individuals:
 - Shall not act to remove Individuals without consultation with county board unless immediate removal is considered essential to protect the Individual.
 - Shall assist in seeking relatives or neighbors who can provide emergency care.

COUNTY BOARD ACTIVITIES

1. Receipt of Reports:
 - Shall accept reports of abuse, neglect, theft and exploitation from any source, and share same with law enforcement to coordinate investigation efforts.
 - Shall attempt face-to-face contact of emergency situation within one hour of receipt of report. (ORC 5123.61)
2. Investigation of Reports:
 - Assess harm or injury to Individual and seek medical care, if needed.
 - Determine whether abuse or neglect has occurred (i.e. how was the injury or harm caused).
 - Develop and monitor a plan for ongoing protective services.
 - Provide law enforcement officials with reports on case activities, as requested, to support criminal prosecution. Within one working day, provide notification to law enforcement.
3. Removal of Individuals:
 - Will seek removal of the Individual only when alternate services cannot provide sufficient protection.
 - Will attempt to locate relatives or neighbors who can provide emergency care.
 - When deemed necessary, will secure an emergency court order granting authorization for removal.

ATTACHMENT A (continued) - Adults 21 years of age or older with developmental disabilities

REPORTS INVOLVING SUSPICIOUS DEATHS

Definition: The death of an Individual with a developmental disability that does not appear to be caused by an obvious medical condition.

CORONER OFFICE ACTIVITIES:

1. Receipt of Reports:
 - Shall accept direct reports from any source.
 - Determine if an autopsy is necessary.
 - Perform necessary autopsies.
 - Issue death certificate.

COUNTY PROSECUTOR'S OFFICE:

1. Receipt of Reports:
 - Shall assist the county board with filing a petition in common pleas court when requested.
 - Shall represent the county board in common pleas court when requested.

COUNTY BOARD ACTIVITIES/LAW ENFORCEMENT ACTIVITIES:

1. Receipt of Reports:
 - Shall receive reports of abuse and neglect from any source and share same with the county board of DD/law enforcement.
 - Shall participate in the investigation, as needed to determine criminal culpability.
 - Shall take appropriate legal action in cases requiring prosecution or criminal action.
 - Shall provide police authority and support for county board staff as staffing allows to facilitate investigations.
 - Shall provide the county board with written reports on investigations as requested to support legal action on the case.

ATTACHMENT A (continued) - Adults 21 years of age or older with developmental disabilities

REPORTS OF A NON-EMERGENCY NATURE

Definition: A non-emergency situation is one in which no imminent danger to the Individual's life or safety is indicated by the referral/report information, but investigation is warranted.

LAW ENFORCEMENT ACTIVITIES:

1. Receipt of Reports:
 - Shall receive reports of abuse, neglect, theft and exploitation from any source and share same with the county board of DD.
 - Shall participate in the investigation, as needed, to determine criminal culpability.
 - Shall take appropriate legal action in cases requiring prosecution or criminal action.
 - Shall provide police authority and support for county board staff as staffing allows to facilitate investigations.
 - Shall provide the county board with written reports on investigations, as requested, to support legal action on the case.
2. Removal and Placement of Individuals:
 - Shall not act to remove an Individual without consultation with the county board unless immediate removal is considered essential to protect the Individual.
 - Shall assist in seeking relatives or neighbors who can provide emergency care.

COUNTY BOARD ACTIVITIES:

1. Receipt of Reports/Investigation:
 - Shall accept reports on abuse, neglect, theft and exploitation from any source, 24 hours per day, 7 days per week.
 - Shall begin investigation of non-emergency reports within one working day of receipt.
 - Shall gather and record information to corroborate or dismiss the report of suspected abuse, neglect, theft and exploitation.
 - Shall coordinator in-home services, as appropriate.
 - Shall provide law enforcement officials with reports on case activities, as requested, to support criminal prosecution.
2. Removal and Placement of Individuals:
 - Will seek removal of an Individual only when alternate services cannot provide sufficient protection, and the Individual is unwilling to leave voluntarily.
 - Will attempt to locate relatives or neighbors who can provide emergency care.
 - When deemed necessary, will secure an emergency court order granting authorization for removal.

ATTACHMENT B - Adults 21 years of age or older with developmental disabilities

Court Ordered Protective Services

5126.33 Complaint process.

(A) A county board of developmental disabilities may file a complaint with the probate court of the county in which an adult with a developmental disability resides for an order authorizing the board to arrange services described in division (C) of section 5126.31 of the Revised Code for that adult if the adult is eligible to receive services or support under section 5126.041 of the Revised Code and the board has been unable to secure consent. The complaint shall include all of the following:

- (1) The name, age, and address of the adult;
- (2) Facts describing the nature of the abuse, neglect, or exploitation and supporting the board's belief that services are needed;
- (3) The types of services proposed by the board, as set forth in the protective service plan described in division (J) of section 5126.30 of the Revised Code and filed with the complaint;
- (4) Facts showing the board's attempts to obtain the consent of the adult or the adult's guardian to the services.

(B) The board shall give the adult notice of the filing of the complaint and in simple and clear language shall inform the adult of the adult's rights in the hearing under division (C) of this section and explain the consequences of a court order. This notice shall be personally served upon all parties, and also shall be given to the adult's legal counsel, if any. The notice shall be given at least twenty-four hours prior to the hearing, although the court may waive this requirement upon a showing that there is a substantial risk that the adult will suffer immediate physical harm in the twenty-four hour period and that the board has made reasonable attempts to give the notice required by this division.

(C) Upon the filing of a complaint for an order under this section, the court shall hold a hearing at least twenty-four hours and no later than seventy-two hours after the notice under division (B) of this section has been given unless the court has waived the notice. All parties shall have the right to be present at the hearing, present evidence, and examine and cross-examine witnesses. The Ohio Rules of Evidence shall apply to a hearing conducted pursuant to this division. The adult shall be represented by counsel unless the court finds that the adult has made a voluntary, informed, and knowing waiver of the right to counsel. If the adult is indigent, the court shall appoint counsel to represent the adult. The board shall be represented by the county prosecutor or an attorney designated by the board.

ATTACHMENT B (continued) - Adults 21 years of age or older with developmental disabilities

(D)

(1) The court shall issue an order authorizing the board to arrange the protective services if it finds, on the basis of clear and convincing evidence, all of the following:

(a) The adult has been abused, neglected, or exploited;

(b) The adult is incapacitated;

(c) There is a substantial risk to the adult of immediate physical harm or death;

(d) The adult is in need of the services;

(e) No person authorized by law or court order to give consent for the adult is available or willing to consent to the services.

(2) The board shall develop a detailed protective service plan describing the services that the board will provide, or arrange for the provision of, to the adult to prevent further abuse, neglect, or exploitation. The board shall submit the plan to the court for approval. The protective service plan may be changed only by court order.

(3) In formulating the order, the court shall consider the individual protective service plan and shall specifically designate the services that are necessary to deal with the abuse, neglect, or exploitation or condition resulting from abuse, neglect, or exploitation and that are available locally, and authorize the board to arrange for these services only. The court shall limit the provision of these services to a period not exceeding six months, renewable for an additional six-month period on a showing by the board that continuation of the order is necessary.

(E) If the court finds that all other options for meeting the adult's needs have been exhausted, it may order that the adult be removed from the adult's place of residence and placed in another residential setting. Before issuing that order, the court shall consider the adult's choice of residence and shall determine that the new residential setting is the least restrictive alternative available for meeting the adult's needs and is a place where the adult can obtain the necessary requirements for daily living in safety. The court shall not order an adult to a hospital or public hospital, as defined in section 5122.01 of the Revised Code, or a state institution, as defined in section 5123.01 of the Revised Code.

(F) The court shall not authorize a change in an adult's placement ordered under division (E) of this section unless it finds compelling reasons to justify a change. The parties to whom notice was given in division (B) of this section shall be given notice of a proposed change at least five working days prior to the change.

ATTACHMENT B (continued) - Adults 21 years of age or older with developmental disabilities

(G) The adult, the board, or any other person who received notice of the petition may file a motion for modification of the court order at any time.

(H) The county board shall pay court costs incurred in proceedings brought pursuant to this section. The adult shall not be required to pay for court-ordered services.

(I)

(1) After the filing of a complaint for an order under this section, the court, prior to the final disposition, may enter any temporary order that the court finds necessary to protect the adult with a developmental disability from abuse, neglect, or exploitation including, but not limited to, the following:

(a) A temporary protection order;

(b) An order requiring the evaluation of the adult;

(c) An order requiring a party to vacate the adult's place of residence or legal settlement, provided that, subject to division (K)(1)(d) of this section, no operator of a residential facility licensed by the department may be removed under this division;

(d) In the circumstances described in, and in accordance with the procedures set forth in, section 5123.191 of the Revised Code, an order of the type described in that section that appoints a receiver to take possession of and operate a residential facility licensed by the department.

(2) The court may grant an ex parte order pursuant to this division on its own motion or if a party files a written motion or makes an oral motion requesting the issuance of the order and stating the reasons for it if it appears to the court that the best interest and the welfare of the adult require that the court issue the order immediately. The court, if acting on its own motion, or the person requesting the granting of an ex parte order, to the extent possible, shall give notice of its intent or of the request to all parties, the adult's legal counsel, if any. If the court issues an ex parte order, the court shall hold a hearing to review the order within seventy-two hours after it is issued or before the end of the next day after the day on which it is issued, whichever occurs first. The court shall give written notice of the hearing to all parties to the action.

Amended by 131st General Assembly File No. TBD, HB 158, §1, eff. 10/12/2016.

Amended by 129th General Assembly File No.28, HB 153, §120.20, eff. 10/1/2012.

Amended by 128th General Assemblych.28, SB 79, §1, eff. 10/6/2009.

Effective Date: 01-30-2004.

ATTACHMENT B (continued) - Adults 21 years of age or older with developmental disabilities

5126.331 Ex parte emergency order.

(A) A probate court, through a probate judge or magistrate, may issue by telephone an ex parte emergency order authorizing any of the actions described in division (B) of this section if all of the following are the case:

- (1) The court receives notice from the county board of developmental disabilities, or an authorized employee of the board, that the board or employee believes an emergency order is needed as described in this section.
- (2) The adult who is the subject of the notice is eligible to receive services or support under section 5126.041 of the Revised Code.
- (3) There is reasonable cause to believe that the adult is incapacitated.
- (4) There is reasonable cause to believe that there is a substantial risk to the adult of immediate physical harm or death.

(B) An order issued under this section may authorize the county board of developmental disabilities to do any of the following:

- (1) Provide, or arrange for the provision of, emergency protective services for the adult;
- (2) Remove the adult from the adult's place of residence or legal settlement;
- (3) Remove the adult from the place where the abuse, neglect, or exploitation occurred.

(C) A court shall not issue an order under this section to remove an adult from a place described in division (B)(2) or (3) of this section until the court is satisfied that reasonable efforts have been made to notify the adult and any person with whom the adult resides of the proposed removal and the reasons for it, except that, the court may issue an order prior to giving the notice if one of the following is the case:

- (1) Notification could jeopardize the physical or emotional safety of the adult.
- (2) The notification could result in the adult being removed from the court's jurisdiction.

(D) An order issued under this section shall be in effect for not longer than twenty-four hours, except that if the day following the day on which the order is issued is a weekend-day or legal holiday, the order shall remain in effect until the next business day.

ATTACHMENT B (continued) - Adults 21 years of age or older with developmental disabilities

(E)

(1) Except as provided in division (E)(2) of this section, not later than twenty-four hours after an order is issued under this section, the county board or employee that provided notice to the probate court shall file a complaint with the court in accordance with division (A) of section 5126.33 of the Revised Code.

(2) If the day following the day on which the order was issued is a weekend-day or a holiday, the county board or employee shall file the complaint with the probate court on the next business day.

(3) Except as provided in section 5126.332 of the Revised Code, proceedings on the complaint filed pursuant to this division shall be conducted in accordance with section 5126.33 of the Revised Code.

Amended by 128th General Assembly ch.28, SB 79, §1, eff. 10/6/2009.

Effective Date: 01-30-2004.

5126.332 Probable cause hearing.

(A) If an order is issued pursuant to section 5126.331 of the Revised Code, the court shall hold a hearing not later than twenty-four hours after the issuance to determine whether there is probable cause for the order, except that if the day following the day on which the order is issued is a weekend-day or legal holiday, the court shall hold the hearing on the next business day.

(B) At the hearing, the court:

(1) Shall consider the adult's choice of residence and determine whether protective services are the least restrictive alternative available for meeting the adult's needs;

(2) May issue temporary orders to protect the adult from immediate physical harm, including, but not limited to, temporary protection orders, evaluations, and orders requiring a party to vacate the adult's place of residence or legal settlement;

(3) May order emergency protective services.

(C) A temporary order issued pursuant to division (B)(2) of this section is effective for thirty days. The court may renew the order for an additional thirty-day period.

Effective Date: 01-30-2004.

ATTACHMENT C

ACBDD INVESTIGATIVE PROTOCOL FOR ADMINISTRATIVE MUI INVESTIGATIONS

The investigation consists of four basic steps:

- A. Planning the Investigation,**
- B. Gathering Information,**
- C. Analysis of Information, and**
- D. Completion of an Investigation Report.**

The investigator should take the following steps in conducting an investigation:

1. Initiate the investigation (see Steps 2-9) within 48 hours of the time the report was filed. Some cases require immediate investigation. The administrative investigation should not interfere with the criminal investigation. For incidents that are referred to law enforcement and a criminal investigation is ongoing, there should be follow-up (see Step 4).
2. Secure all physical evidence; take photographs of injuries (as needed) and secure/sketch/ photograph the scene of the incident.
3. Visit the scene of the incident as soon as possible (if applicable).
4. Follow-up with law enforcement, CSB, if needed.
5. Review all relevant documents relating to the primary person involved that forms the basis for the reported incident and the alleged victim.
6. Interview all direct witnesses to the incident, including the individual. Document the interviews.
7. Interview medical professionals (as needed) as to the possible cause of age of injuries. Document the interviews.
8. Interview others who may have relevant information - Service and Support Administrators, Program Directors, medical personnel who treated the injured individual. Document the interviews.
9. Gather written statements from all relevant witnesses and conduct follow-up interviews as needed.
10. Complete an investigation report, which includes the following:
 - a. Clear statement of the allegation and the basic question(s) to be answered by the investigation,

- b. Evaluation of all witnesses and documentary evidence in a clear, complete and non-ambiguous manner
- c. Evaluation of the relative credibility of the witnesses,
- d. A succinct and well-reasoned analysis of the evidence, and
- e. A clearly stated conclusion, which identifies which allegations were and were not substantiated.

ATTACHMENT D

CONSIDERATIONS WHEN CONDUCTING INTERVIEWS WITH INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES

The interview with the alleged victim should always take into consideration the strengths and limitations of the Individual to be interviewed. Interviewers should acquire a working knowledge of the Individual's chronological age, developmental age, level of functioning, communication style, and the ability to pair known information with verbal responses.

Limit the number of people in the interview and if possible have only the investigator and the alleged victim in the room. This promotes confidentiality and increases the alleged victim's comfort level, thus the disclosure of needed information. We have often found that having the alleged victim's staff or others in the room leads to intimidation, confusion, distractions, and often a lack of open dialogue.

Make the setting as private as possible, which is conducive to gaining the most information from the alleged victim.

Be aware of physical discomfort. If the location is too cold or too hot, the alleged victim will want to leave as quickly as possible.

Allow for no distractions including cell phones, pagers, and clock watching. If you allow the alleged victim to answer the phone, they'll interpret the interview as not important. If you answer your phone or watch the clock, the alleged victim may feel rushed or that his/her information is not important to the interviewer.

Try not to have any physical barriers (e.g. a desk) between you and the alleged victim so as to better interpret any nonverbal cues from the alleged victim.

The interviewer should avoid making obvious their personal feelings or judgements during the interview. Keep the interview as relaxed and open as possible.

Discuss the need to do both an administrative and criminal interview, how this might be handled, sharing of results, purpose of each, etc.

Share the role of the Department of Disabilities in situations where it is a conflict for the county board to investigate.



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Public Health Emergency: Responsible Path Forward Protocol Policy 7.28 Personnel Policy Manual

Applies to: All Agency Staff

POLICY

Issued: 6/25/2020

Revised:

Revision being considered:

Public Health Emergencies are unique, and each outbreak merits different protocols. This policy establishes Responsible Path Forward instructions to uphold the safety of Athens County Children Services staff, interns, volunteers, clients, partnerships and the community at large. This policy is based on a declaration of a public health emergency either by the federal government, state government and/or local government agency. The policy presumes that Athens County Children Services has already implemented flexible Alternative Work Site plans. The following guidelines and procedures must be followed when the Executive Director enacts the Responsible Path Forward directive.

GUIDELINES

- I. Athens County Children Services monitors the advice and guidance from federal, state, and local authorities. See Reference section for complete list.
- II. In the absence of known treatments and approved vaccines—physical distancing, washing hands, cleaning/disinfecting, using face coverings, and monitoring health is essential. When the Responsible Path Forward Protocol is enacted, Athens County Children Services will monitor the following factors:
 - A. Data that identifies specific federal, state and county rate of spread, rate of exposure and mortality rate. Federal guidelines require a 14-day trend of decreasing numbers of infections before considering reopening.
 - B. Case containment measures and local health care capacity.
 - C. Advanced preventative treatment measures including antibody testing and a safe effective vaccine.
 - D. Physical distancing guidelines with keen awareness on the critically vulnerable population and for those that have underlying health conditions.
 - E. Acceptable social gathering sizes for both public and private sector.
 - F. Cleaning/disinfecting measures within the agency and examine the amount of personal protective equipment that may be necessary and/or desired.
 - G. Federal, state and local path forward guidelines.
- III. Athens County Children Services Responsible Path Forward assesses each position, building, work unit, technology connectivity, and stakeholders' health risk factors. The responsibilities and expectations of each position are to be reviewed by the supervisor to assist in establishing the position's Responsible Path Forward.



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Supervisors are to review matters such as:

- Frequency of contact with other staff
- Frequency of contact with clients
- Frequency of contact with community members
- Position functionality from an Alternative Work Site
- Individual considerations

Work Units are to be reviewed by the Supervisor, Protective Services Program Supervisor, and Deputy Directors to assist in establishing the units' Responsible Path Forward. The following items are to be reviewed:

- Quality standards
- Health & safety to all stakeholders
- Service deliverable capabilities

Supervisors are to review the connectivity capacities and the technology needs of each staff member. It is imperative that each staff member have quality connectivity to perform basic job duties. Supervisors are to assess each staff members' technology gaps to better determine their Responsible Path Forward.

Staff and visitors must abide by each building/unit safety protocol. The Facilities & Maintenance Department will provide cleaning checklists in all restrooms and all gathering spaces. The Responsible Restart Ohio - General Office Environments guide is used to inform each building's Responsible Path Forward plan. These plans are to be set in place until further Responsible Path Forward guidance is provided.

Staff members and visitors will:

- A. Ensure a minimum of six feet between people, and if these distancing standards are not possible, the agency will install barriers.
 1. For group meetings or gatherings of ten or larger—such as staff meetings, leadership, and supervisor meetings—virtual medium is preferred (Microsoft Teams is the preferred medium when confidential/sensitive information is to be discussed).
 2. Other meetings may utilize virtual means whenever feasible, especially when vulnerable participants are involved.
- B. Staff are to use the Alternative Work Site plans when possible and feasible.
- C. Staff will limit non-essential travel.
- D. Staff and visitors are to be scheduled to minimize the number of individuals in one area.



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- E. All individuals are required to wear facial coverings. Facial coverings should be disposable, or cloth/fabric and cover an individual's nose, mouth, and chin. Exceptions can be made for the following reasons:
 - 1. When the staff member works alone in an office.
 - 2. When there is a functional or practical reason for an employee not to wear a facial covering in the workplace. This must be approved by the Executive Director.
 - F. Staff must perform daily self-screening. Please refer to the Ohio Self Screen Guide, or the Federal Self Screen Guide. A health questionnaire for each visitor is required to check for symptoms at building entry location(s). Please refer to the Ohio Self Screen Guide, and/or the Federal Self Screen Guide. Any individual that has a temperature of 100.4 or greater and/or who displays ill symptoms must stay home.
 - G. Staff are required to stay home if they are sick.
 - H. All individuals are required to regularly wash their hands.
 - I. The agency will place hand sanitizers in high-contact locations.
 - J. The agency will ensure proper workplace ventilation.
 - K. Frequently disinfect desks, workstations, and high-contact surfaces.
 - L. Disinfect common areas daily.
 - M. Cancel or reschedule in-person events when social distancing guidelines cannot be met.
 - N. Provide their own meals, dishes, and utensils.
 - O. Reduce or eliminate sharing of office supplies and other work materials.
 - P. Athens County Children Services Leadership will:
 - 1. Post signage on health safety guidelines in common areas.
 - 2. Establish maximum capacity standards on campus and for each building.
 - 3. Maintain at least 3 weeks of cleaning supplies on hand.
 - 4. Prohibit congregation in office spaces.
 - 5. Prohibit buffet or congregate meals.
 - Q. Staff who have underlying health conditions or are more vulnerable with respect to the current health emergency are to contact the Executive Director and Human Resource Manager to discuss alternative work plans.
- IV. The Responsible Path Forward is a phased approach. By monitoring public health factors, Athens County Children Services will ensure both safety and operational efficiency.



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- A. In the early stages of the Responsible Path Forward process, we will continue to use Alternative Work Site plans. All staff, interns and volunteers will continue to follow the guidelines outlined. The safety of all individuals will be accounted for regarding the use of agency vehicles.
 - B. When measures indicate improvement, the following will apply. Alternative Work Site plans for the majority of staff will continue (interns/volunteers included). Supervisors will use the flexible work (i.e., work rotation) schedule for staff who are on campus. All staff, interns and volunteers will continue to follow the guidelines outlined. The safety of all individuals will be accounted for regarding the use of agency vehicles. Each of ACCS' buildings are unique; therefore, all stakeholders need to refer to each building/unit plan for specific procedures.
 - C. When measures indicate further improvement, the following will apply. The Responsible Path Forward will continue to use Alternative Work Site plans. Staff, interns and volunteers are permitted on ACCS' campus with supervisors' knowledge of their schedule. Supervisors will continue to use flexible work schedules. Non-essential travel is permitted. Common work areas are open for gathering with physical distancing measures in mind, the use of respiratory protection (i.e., face covering/mask) is optional. The safety of all individuals will be accounted for regarding the use of agency vehicles. All staff, interns and volunteers will continue to follow the guidelines outlined. Each of ACCS' buildings are unique; therefore, all stakeholders need to refer to each building/unit plan for specific procedures.
- V. Clients of Athens County Children Services and the general public are to follow public health emergency protocol including rules that the agency has set in place. For more agency client details refer to the ACCS Practice Guidelines and Risk Assessment.
- VI. Guidelines for staff on how to clean and disinfect.
- A. Hard (Non-porous) Surfaces - If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection. For disinfection, most common EPA-registered household disinfectants should be effective. A list of products that are EPA-approved for use against specific viruses is available. Follow the manufacturer's instructions for all cleaning and disinfection products for concentration, application method and contact time, etc. Never mix household bleach with ammonia or any other cleanser.
 - B. For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners. After cleaning: If the items can be laundered, launder items in accordance with the manufacturer's instructions using the warmest appropriate water setting for the items and then dry items completely.
 - C. For electronics such as tablets, touch screens, keyboards and remote controls, remove visible contamination if present. Follow the manufacturer's instructions for all cleaning and disinfecting products. Consider use of wipeable covers for electronics. If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.



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- D. Clean high touch areas every day. Items include tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, toys and sinks and touch screens.

VII. Guidelines of Personal Protective Equipment.

Personal protective equipment (PPE) is used every day by healthcare personnel (HCP) to protect themselves, patients, and others when providing care. PPE helps protect HCP from potentially infectious patients and materials, toxic medications, and other potentially dangerous substances used in healthcare delivery. PPE shortages are common during health crises. Athens County Children Services is to have at the minimum 50 surgical masks and 50 cloth masks for either staff, clients, visitors, and foster parents that do not have their own masks. A minimum of five N95 masks for emergency use purposes only for individuals who highly suspect they are going to encounter a client with a health emergency. The Protective Services Program Supervisor (or alternate designee) is to be contacted for all PPE requests. The Protective Services Program Supervisor will notify the Safety Committee Chair and Deputy Directors if further supplies are needed.

VIII. Mindfulness of Vulnerable Individuals.

Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions have a higher risk for severe illness. Based on what the Federal, State and reputable health organizations know, those at high-risk for severe illness are as follows:

- People 65 years and older
- People who live in a nursing home or long-term care facility
- People of all ages with underlying medical conditions, particularly if not well controlled, including:
- People with chronic lung disease or moderate to severe asthma
- People who have serious heart conditions
- People who are immunocompromised. Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications.
- People with severe obesity (body mass index [BMI] of 40 or higher)
- People with diabetes
- People with chronic kidney disease undergoing dialysis
- People with liver disease
- People with hemoglobin disorders



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PROCEDURES

- I. Athens County Children Services Management Team monitors the information and detailed data described above.
- II. After assessing the information and detailed data, the management team will determine the Responsible Path Forward. Discussions with the leadership team may take place to obtain a broader perspective of the public health emergency and the possible direct or indirect effects on staff, interns, volunteers, clients and the general public.
- III. The Executive Director, management team or Safety Chair will communicate to all staff and interns what phase Athens County Children Services is at with respect to the Responsible Path Forward. The general public and volunteers will receive a separate notification through the Public Information Officer and Volunteer/Intern Manager respectively.
- IV. Subsequently, once the Responsible Path Forward communication is announced, all individuals will follow the determined phase guidelines.
- V. Imperative instructions in every phase of Responsible Path Forward:
 - A. **STAFF WHO ARE SICK UNRELATED TO THE PUBLIC HEALTH EMERGENCY:**
Staff who are sick, even with mild symptoms, shall utilize their sick leave; this policy has not changed. Please consult with Human Resource Manager if you are a new employee and/or an employee with little to no sick leave balance.
 - B. **STAFF, INTERNS, OR VOLUNTEERS WHO ARE EXPOSED TO THE PUBLIC HEALTH EMERGENCY:**
Staff who have a known exposure or who present with risks outlined in the ACCS RISK ASSESSMENT GUIDELINES are to **notify the Executive Director and Human Resource Manager in writing immediately**. Staff at risk are prohibited from any face-to-face work, if the staff member's work responsibilities can be adjusted, an Alternative Work Site option may be approved by the supervisor & Executive Director. These staff members are prohibited from face-to-face working until medically cleared or have followed the guidelines set forth by the Centers for Disease Control and Prevention for when to end their isolation.
 - C. **STAFF, INTERNS, OR VOLUNTEERS WHO HAVE BEEN DIAGNOSED OR SUSPECT THEY HAVE THE RELATED ILLNESS:**
Staff who have been diagnosed with or suspect they have the related illness are to **notify the Executive Director and Human Resource Manager in writing immediately**. These staff members are prohibited from working and a leave request must be entered into the time management system as instructed (contact HR and Payroll). Staff may utilize an Alternative Work Site plan once they have been medically cleared or, when it applies, have followed the guidelines set forth by the Centers for Disease Control and Prevention for when to end their isolation. A



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request to return to work activities must be written and only can be approved by the Executive Director.

VII. Program Processes – Documentation remains critical to these practices; supervisors are to use vigilance in approving all documentation.

A. Children in Custody – Educational Needs

Athens County Children Services (ACCS) recognizes that schools are fundamental to child development and well-being. Schools provide our children with academic instruction, social and emotional skills, structure, reliable nutrition, and opportunities for physical activity, among other benefits. These procedures are set in place to assist ACCS staff, foster, kinship, adoptive and birth families in planning and consideration for how to meet the educational needs of children in custody during this public health emergency.

ACCS staff are to consult with the child's caregivers and parents (if applicable) to discuss the child's needs and make recommendations for the child's educational plan. ACCS staff are to utilize the questions below when considering what education plan will best meet the child's educational needs. Every child and family situation is unique and Athens County Children Services maintains the final decision on what educational plan will best meet the child's needs.

Questions for ACCS staff to discuss with caregivers and parents when considering how to meet a child's educational needs during a public health emergency include:

1. Is the child immunocompromised, or do they have any underlying health concerns such as immunosuppression, diabetes, or chronic heart or lung disease that put them at risk of severe illness?
2. Do the caregiver or any members of the caregiver's household have an increased risk for severe illness? (This may include older adults or those with underlying health conditions.)
3. Are parents or any member of their household at increased risk for severe illness? (This may include older adults or those with underlying health conditions.)
4. Is there an active outbreak in the community? What's the rate of infection transmission? (ACCS staff should utilize the Ohio Public Health Advisory System ratings when discussing this question with caregivers and parents.)
5. Do ACCS staff, child's caregivers and parents feel comfortable with the school's plans to reduce risks? (ACCS staff should discuss and take into consideration any concerns that the caregivers or parents have regarding the school's plans for in-person instruction or distance learning.)
 - Does the school have adequate facilities and staff to create a healthy and safe environment?
 - Does the school have protocols for face coverings, social distancing, sanitizing, ventilation, and keeping group sizes small?
 - Does the school have a plan for when a student or staff member tests positive for COVID-



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- If distance learning is being considered what is the caregiver's comfort level in providing support to the child to ensure that they are having their academic needs met by distance learning?
 - If distance learning is being considered are there any technology needs or internet connectivity issues? Does the school have a plan to address these needs?
6. What are the child's academic needs?
- Does the child do well with self-regulation and the focus required for distance learning, or do they need the structure and additional support of in-person classes?
 - If the child has special needs such as an IEP or a 504 plan, do they receive classroom support services that they can't access from home?
7. Are there any mental health or social-emotional wellbeing considerations that need to be considered for the child?

Staff are to conduct a review a child's mental health needs with the caregivers and parents. A plan is to be created to address the child's social-emotional wellbeing if distance learning will be used to meet the child's educational needs.

The assigned caseworker will utilize the recommendations above to communicate with the child's parents and caregivers to determine if any issues would require the need for an alternative educational plan. If the recommendations above indicate that the child's needs may best be met in an alternative educational setting the caseworker must discuss this with their supervisor and document the approved plan in a SACWIS activity log. All alternative education plans will be reviewed at the end of each nine weeks grading period to determine if the alternative education plan continues to meet the child's needs and be in their best interests. *Any changes made to the plan must be reviewed by the child's caseworker, their supervisor, caregivers, and parents (if applicable). Changes are to be documented in a SACWIS activity logs.*

The child's individual needs will always be considered. When there are disagreements between biological families and foster families, ACCS will make child-centered decisions which are based in the child's best interests.

VIII. Children in Custody – Visitation Needs

In-person family visitation is to use a blended, modified schedule; which includes in-person, community-based, and virtual venues. Families with children in substitute care shall be offered a blended form of visitation as it best meets their individual needs.

- Individual family cases will be reviewed by the assigned caseworker and supervisor utilizing ACCS guidelines for in-person family visitation and a recommendation will be made to the Family Support Unit Supervisor regarding a family visitation plan.



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- ACCS staff shall utilize safety guidance from ACCS Facilities Manager, the CDC, Ohio Department of Health, Athens City-County Health Department and the Ohio Public Health Advisory System ratings when discussing in-person visitation plans.

If the decision is to have in-person visitation, then:

- Visitations that require closer supervision, monitoring, or have safety concerns will be held at the visitation center until they can be safely moved to the family's community.
- The length and frequency of the parent child contact will be determined on a case-by-case basis.
- Virtual visitation between parent, child and siblings will continue as an ongoing practice.
- All approved in-person contact must follow CDC safety guidelines to ensure the health and safety of our families, staff and community. Only approved staff, adults and children will be permitted to attend in-person visitation in order to limit potential illness exposure.
- Items brought into the visitation unit will be limited and prior approval will have to be attained by the Family Support worker.
- Cloth and surgical masks are available at the Family Support Unit for all persons attending visitation.
- All adults and children age 10 and older will be required to wear face coverings during the visitation (any changes by the CDC, Ohio Health Department or the Governors Office will be followed).
- Family Support staff will provide additional PPE such as masks and gloves for visiting parents and children if needed.
- Health assessment checklist will be assessed by phone prior to visitation, and reviewed before visitation shall begin for all participants. **Screening questions to ask: Are you experiencing the any of the following symptoms? Cough, shortness of breath or a difficulty in breathing, fever, chills, muscle pain, sore throat, and loss of taste or smell? Have you been in contact with someone known or presumed to have COVID-19 within the past fourteen (14) days?**
- Staff will administer screening of temperatures (the wall mount no-touch thermometer may be used in substitution of the no-touch handheld device) and screening questions of all participants prior to in-person visitation. No-touch thermometers are available in the Family Support unit and will be brought to each visit occurring off grounds to complete temperature screen. Family Support staff will follow directions on the instructional guides. The in-person visit cannot occur if an individual is at or above 100.4 degrees Fahrenheit.
- Family Support staff will strictly follow Section IV Guidelines on how to clean and disinfect prior to and following a visitation to maintain a clean healthy environment.

While virtual visits are a good supplement to in-person visits, they cannot and do not replace what occurs during an in-person visit. In-person visits foster and facilitate the continuous parent and child



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attachment process. Nothing can replace the physical presence (even if six feet away) for a child. In-person visitation allows parents to reassure and calm children especially during this time of COVID-19.

The following questions are to help determine which children should be prioritized to have in-person visits now; while considering the health issues of the children and adults. These questions enable staff to have an informed discussion about the need for in-person visits.

1. Ask COVID-19 health questions of all parties who would be involved in the visit.
 Yes, there is or likely is a person who has COVID-19 or recent exposure to COVID-19 – or, if any of the parties is currently sick with COVID19 symptoms, **then the visit must be virtual.**
 No, then consider in-person visits using the questions below.
2. Child has a health problem. Check with doctor if there is an elevated risk for COVID-19 complications.
3. Adult has a health problem that would cause complication for COVID-19.
4. Was the parent and child having successful in-person visits prior to the COVID-19 crisis.
5. Was the child close to reunification prior to the COVID-19 crisis.
6. Is the child under the age of three (chronologically or developmentally)?
7. Have several virtual visits occurred, and the child and parent were not able to communicate or relate to each other during the visit?
8. Any of the parties involved in the visits cannot access, learn how to access the technology, or is unable to help the child use virtual technology?
9. Is the child having severe reactions to virtual visits or new/increased behavior problems?
 Consider that these reactions may be due to grief, loss or trauma. These types of reactions are normal especially when there is a recent change for the child. In-person visits should be tried to determine if this will reduce the reactions.
10. For children over the age of three: Can the child follow social distancing rules during a visit?
11. The child's caregiving parent is refusing in-person and/or virtual visits.

Talk to the caregiver about their fears and concerns and try to address the issue(s). Provide current information on COVID-19 from public health authorities. Discuss the impact of having no visits regarding the child including possibility of the child having increased negative reactions or behaviors. Try a phase-in approach. Have a joint meeting with birth parent and caregiver to develop compromises and ways to decrease the chance of virus transmission. Staff will use the Family Support Information Form on the following page:



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Family Support Family Information Form

Send this form to the Family Support Supervisor when children are placed

CW:	Date:	Case #:
Name of children receiving services:		
Child(ren) Date of Birth:		
Child(ren) School/Grade Attending:		

Parent's Information		
Mother's Name:		
Native American Heritage: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Address:	Home #:	Cell #:
Work #:	Work Schedule:	
Transportation Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Father's Name:		
Native American Heritage: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Address:	Home #:	Cell #:
Work #:	Work Schedule:	
Transportation Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Foster Parents or Kinship Placement Information		
Name:		
Address:		
Home Number:	Cell Number:	Work Number:
Work Schedule:		

Virtual Visitation (methods used video chat, phone, video, text, email) Please discuss any restrictions:		
Level of Supervision: <input type="checkbox"/> Supervised <input type="checkbox"/> Monitored <input type="checkbox"/> Random Checks		
Safety Issues-Restrictions on visitation please explain:		
Special Needs of the parent or child(ren)- Please address any physical and medical issues (i.e. allergies or special diet):		
Comments:		

Family Support Unit Use only -- Assigned:	Date:
---	-------



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Procedure Continued:

IX. Field Health, Safety, and Quality Standards

While operating on an essential staffing model Athens County Children Services continues best practice standards to the greatest extent possible utilizing prudent safety precautions to prevent the spread of COVID-19. Our child protection responsibilities include responding to reports of maltreatment to our most vulnerable citizens. With those responsibilities also come required mandates for the safety and well-being of children. We continue to accept reports and provide response in the community. With advice and guidance from the court we work to maintain compliance with court involved cases to the greatest extent possible under the present circumstances. ACCS will collaborate with local service providers to monitor options and work to reduce barriers and restrictions for our children and families.

We operate as per guidelines provided by the Ohio Department of Job and Family Services. Our staff carry their ACCS ID as they work in the field or agency. We will continue to be available to the public and accept reports of maltreatment. ACCS considers non-business-hour protocols for daily operations as necessary (e.g. on-call).

Safety is paramount in considering case-by-case options by assessment and investigation. ACCS prioritizes mandated initiation and assessment of safety activities (e.g. 24/72-hour contacts, 5-day contacts, safety assessment requirements) regardless of screened-in pathway. ACCS prioritizes the monitoring of in-home and out-of-home safety plans to ensure child safety.

Consideration for alternative in-person contacts within the 45-60-day assessment/investigation mandates as appropriate including, but not limited to:

- Increased phone/FaceTime/other videoconference options for contacts and communication for collateral and other follow-up interviews/contacts with other involved adults and children in the home
- Additional assessment questions and dialogue with other involved household members

The Family Violence Investigator works from both ACCS and the Sheriff's Office on West Washington Street. Our Intake Supervisor will secure the Investigator's assistance as staff need.

Workers will wear face coverings in the field. ACCS ensures workers have access to disposable masks of different options to meet the needs of workers, children, and families. (For example- masks with mouth windows can eliminate barriers for those hearing-impaired individuals.)

Workers will coordinate contacts and visits. Workers will share responsibilities to prevent multiple staff making physical contact with families. Families may be asked to limit the number of family



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members present at home contact/visits. Families will be accessed prior to making in-person home contact/visits, using COVID-19 screening tools.

Home Studies/Assessments: conduct as much information gathering as possible via phone/email (after or before initial walk-through of home).

Drug Screens: Screening/testing will continue as required/requested through the court. If someone appears impaired during a visit testing will continue as usual. Screens/tests will continue to be placed in the secure box within the screener's office. Intake Supervisor will be notified via text when tests are dropped off to ensure proper logging and mailing. Instant screens are still used only in identifying potential START families.

- To avoid contamination from drug screens- Forensic Fluid offers instruction at <https://forensicfluids.com/wp-content/uploads/2020/05/How-to-Collect-Quantisal-Social-Distancing-v2.pdf>

Background checks- Staff will email Intake Screeners for an ACCURINT report.

Foster Parent Training/Certification/Re-Certification: For foster parents whose certificates are about to lapse, each agency may want to consider their good cause policy (5101:2-5-13) regarding foster caregivers' failure to complete the required training hours. The policy must include what constitutes a good cause, including a documented illness, critical emergencies, and lack of accessible training programs. The policy also must include procedures for developing a scheduled corrective action plan. If the foster caregiver complies with the policy, ODJFS may renew the certificate. If agencies have questions about their policies or regarding a specific situation, they should contact their foster care licensing specialist.

X Individualized Case Planning and Working with Families

Considerations for reducing face-to-face contacts and conducting alternative contacts will occur on a case-by-case basis and will be documented in SACWIS.

Contact with families will be approved by unit supervisors. Supervisors will consider immediate need and safety in making decisions. Decisions and activities should be prioritized based on an assessment and routine re-assessment of safety and risk. This includes consideration for age, vulnerability, and location when making case-specific determinations. Supervisors will prioritize monthly contact requirements for children and adults with open cases.

A. In-Home Cases:

- Prioritize child and adult visits (and increase virtual connections as able) for open voluntary cases and court ordered protective supervision (COPS) cases with more immediate safety and risk concerns, in which the children are in the home of the perpetrators



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and adult subjects (e.g. active safety plans, high-risk openings, court-ordered and newly reunified cases).

- Other open in-home cases may require fewer monthly face-to-face contacts and/or more phone/FaceTime contact instead (e.g. temporary custody to kin with COPS order, other open voluntary cases offering non-safety-related preventive services)

B. Custody with ACCS (e.g. temporary and permanent custody)

- Prioritize visits with children and adults on trial home visits during the reunification activities.
- Prioritize kinship placement homes in which caregivers may need more support and guidance from caseworkers. Staff will continue to prioritize kinship related programming in the areas of ongoing stabilization and caregiving funding.
- Prioritize contacts with paid placement settings (e.g. agency foster homes, network foster homes, group homes, residential facilities) may require reduced visits (children and adults) when the child is assessed to be safe in the paid placement setting.
- Consider age, vulnerability, and location when making case-specific determinations for ongoing case activity reductions and/or alternatives (*document the justifications for those decisions in the SACWIS activity logs*).
- Consider collaborative planning and ways to conduct necessary visits (e.g. designate one caseworker to visit all children in a given group home or residential facility).
- Continue to follow Interstate Compact on the Placement of Children monitoring requirements for children placed out of state. This includes the monitoring/visitation responsibilities required by the authorities in the state receiving placement of the child.

Case plans will continue to be developed with families based on their individual need and concerns. COVID-19 language will be implemented all in case plans to specifically outline the agreement for contact with the family and precautions discussed. Consideration of barriers and flexibility will be a part of individualizing the case plan specific to COVID-19. Staff can use the COVID-19 Waiver Form as a tool.

COVID-19 Waiver Form on following page:



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**Athens County Children Services
COVID-19 Waiver Form**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and the Ohio Department of Health authorities still recommend practicing social distancing and mask mandate. I further acknowledge that Athens County Children Services has put in place preventable measures to reduce the spread of COVID-19. I further acknowledge that Athens County Children Services cannot guarantee that I will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by the COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to, Athens County Children Services staff, other clients and their families.

- I have not traveled outside the State of Ohio within the last 14 days.
- I do not believe I have been exposed to someone with suspected and/or confirmed case of COVID-19.
- I am following CDC guidelines as much as possible and limiting my exposure to the COVID-19.

I hereby release and agree to hold Athens County Children Services harmless from, and waive on behalf of myself, my children, and any other representatives and any all causes of costs, expenses and compensation for loss to myself that may be caused by any act, or failure to act of Athens County Children Services, or that may otherwise arise in any way in connection with any services received from Athens County Children Services. I understand that this release discharges Athens County Children Services from any liability or claim that I, my children, or any personal representative may have against Athens County Children Services with respect to any illness, medical treatments, death, that may arise from, or in connection to any services received from Athens County Children Services. This liability waiver and release extends to Athens County Children Services management and staff.

Signature

Date



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Procedure Continued:

Families may review the COVID-19 inventory with the caseworker at each visit. By adding this to the case plan it will help workers be able to have more consistent contact. Families may want to rely on COVID-19 to avoid contact with caseworker. This also outlines what the family feels comfortable with and what they have agreed to, so caseworkers are not intrusive, but also allowing our mandated work and outlining ACCS expectations of our work with the family.

Medical/Health Requirements (e.g., the five-day medical screen): Caseworkers will gather as much health history as possible via interviews with parents, children, and others. Children exhibiting medical health concerns will be seen by a medical professional prior to placement.

Medical facilities, like Nationwide Children's Hospital, or other specialty facilities may have requirements that only allow one person to accompany children during the appointment. ACCS will determine the person who will accompany the infant/child in custody. Arrangements may be made for the caregiver to participate virtually or call the bio parents to allow them to participate in the appointment, as arranged and appropriate. Caseworkers will work with the courts to ensure all changes are reflected in case plans so that parents are expected to participate in appointments to the extent allowed by providers, including through the use of technology. The agency will not provide transportation for the parents to appointments where they will not be allowed into the appointment because of provider policies.

Visitation plans will be outlined in case plans and will allow for accommodations if face-to-face contact cannot occur. Specific language can be added if additional measures are put into place to ensure safety with face-to-face contact, such as wearing masks, scrubs, etc.

When to do in-person visits vs. virtual prioritizing: This is specific to face-to-face contact NOT family visitation.

- All staff shall make regular contact with families as required by state and federal mandates. When engaging with families the Inventory for COVID-19 Form is a tool that can be used but is not required. Questions will be asked in efforts to assess health and safety for the family and worker.
- Clients may be asked to sign a waiver allowing continued, in-person contact.
- The Inventory For COVID-19 Form is a tool that can be reviewed with clients at initial contact and all subsequent face-to-face contacts. Staff can discuss with family their comfort levels and concerns about in person contact and make accommodations if possible and provided the worker is able to adequately assess and observe all safety considerations in the environment, basic needs of child, child vulnerability, and adult/caregiver protective capacities. If an agreement cannot be made with the client for staff to assess and evaluate as mandated, then possible court filing for access may need to be considered. The Caseworker will document inventory and waiver conversations in activity logs. Inventory For COVID-19 Form on following page:



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Athens County Children Services
Inventory For COVID-19 Form

A weak immune system can put you at a greater risk for contracting COVID-19, please select health issues that apply:

- | | | |
|--|---|--|
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Cancer Treatment | <input type="checkbox"/> Heart Disease |
| <input type="checkbox"/> Thyroid Disease | <input type="checkbox"/> Endocrine Disorder | <input type="checkbox"/> Asthma |
| <input type="checkbox"/> High Blood Pressure | <input type="checkbox"/> Hepatitis | <input type="checkbox"/> Epilepsy |
| <input type="checkbox"/> Other | | |

Please disclose any indication of having been exposed to COVID-19, or whether you have experienced any signs or symptoms associated with the COVID-19 virus.

- | | | |
|---|-----|----|
| 1. Have you tested positive for COVID- | Yes | No |
| 2. Have you tested for COVID-19 and are awaiting results | Yes | No |
| 3. Have you been in contact with someone who has test positive for COVID-19 | Yes | No |
| 4. Have you traveled outside of the State of Ohio in the past 14 days | Yes | No |

Please select the signs or symptoms that you are currently experiencing or have experienced within the last 14 days.

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Fever | <input type="checkbox"/> Dry Cough | <input type="checkbox"/> Sore Throat |
| <input type="checkbox"/> Loss of Smell/Taste | <input type="checkbox"/> Shortness of Breath | <input type="checkbox"/> Runny Nose |

I fully understand and acknowledge the above information risk and cautions regarding a compromised immune system and have disclosed any symptoms or complications to the best of my ability. By signing this document, I acknowledge that my answers are true and accurate.

Signature

Date



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Procedure Continued:

All meetings shall continue virtually and/or by phone. When it is determined for staff to physically return to the agency, all meetings shall continue in virtual and/or electronic form to ensure all parties can participate safely. Virtual meetings have been productive. Families have been able to participate regularly. Assigned Caseworkers and facilitators will continue to assist families prior to the meetings to ensure they have the technology and guidance to use the formats. Staff will present in professional manner. Virtual meeting etiquette will be explored by program staff and training will be provided.

Residential Facility Protocols for Visits: Some residential centers are already limiting visitors and offering telecommunication options. For example, one facility has communicated that they are taking extra precautions for caseworker visits and requiring all visits to be scheduled in advance. This includes that caseworkers will have their temperature taken when they arrive and asked if they have recent symptoms related to COVID-19 (cough, shortness of breath, etc.) or have traveled out of country recently. Caseworkers will have a designated room to conduct visits.

Adoption Protocols: For the most part adoption staff are limited to working with birth parents in the "Goodbye" or "Transition" visit. These visits are planned on an individualized basis by assessing if the visit is in the child's best interest and what they would look like. In the event that the visit needs to occur, in most cases, it would be most beneficial to be an in-person visit. The Inventory For COVID-19 Form can be used as part of this process, with planning to include precautions. A virtual visit could be an alternative, but not recommended. It is paramount that a goodbye visit occurs in-person for the mental health and well-being of the parent and the child.

Quality Assurance Protocols: Quality Assurance staff will continue to assist caseworkers with making contact by phone and documenting that contact in SACWIS.

- SARs will be filed as quickly as possible and sent to the Courthouse. SARs on voluntary cases they will be processed in SACWIS and Traverse and mailed out as appropriate.
- Ninety-day reviews and other case review paperwork will get processed as usual. Workers will be notified that the paperwork has been processed.
- Participating in meetings. QA Staff can call people from remote locations to allow participation in meetings. QA Staff continues to use TEAMS and ZOOM formats. Sometimes internet connectivity creates barriers. In those cases, participants can join via phone.
- QA Staff forwards SAR paperwork to legal to be filed. If legal is unable to get the paperwork filed, we will follow advice from our assigned TAS (ODJFS technical assistance) and file paperwork without required signatures as long as we document why signatures were not captured.
- As always, documentation is critical to these practice guidelines. Unit Supervisors will use vigilance in approving activity logs and documentation.

XI Alternative Work Site Planning



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Supervisors will review individual Alternative Worksite Plans with staff to assess needs of staff, their family, internet connectivity issues, and overall workflow productivity. Supervisors will discuss the Family First Coronavirus Response Act, Public Health Emergency: Responsible Path Forward Protocol Covid-19- ACCS Child Protective Services Practice Guidelines with staff in conjunction with review of Alternative Worksite Plan. Each staff will develop a new long-term Alternative Worksite Plan. Supervisors will allow staff the ability to work flexible schedules (ie. work early mornings, late afternoons to allow time to assist children with school, if needed). ACCS will allow teams the ability to job share (i.e. if someone is unable to find full time childcare, provide opportunity for job sharing with another staff to complete home visits, paperwork and other assignments.)

XII. Building Protocols During the Public Health Emergency

Responsible usage of ACCS buildings is essential for the health and safety of staff, clients and the community at large. Protocols for each building will be continually reviewed by the management team. As per all policies, national, state and local laws or guidelines will be administered. The <https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home> website will be monitored closely regarding multiple aspects of ACCS' operations. The Covid-19 Dashboard, Ohio Public Health Advisory System and Covid-19 Signage are just some of the information that is monitored.

A. Building 6 and 8 Protocol

Building 6 and Building 8 are unique from other buildings because they do not house many staff and do not generally have business conducted by staff outside of the facilities team.

Staff entering Building 6 (Storage Building) will note if the building is occupied. Are staff members' cars parked in front of the doors? Are the doors open? If it is not apparent someone is working in the building; staff will announce arrival upon opening the doors. If no other staff are present, proceed without wearing a covering. If someone acknowledges announcement, staff must use face covering. If staff are working in the storage building without a face covering and someone announces arrival, acknowledge and use face covering. It is essential to maintain a 6 foot minimum separation between staff. Signage stating "Announce arrival, face coverings required for more than 1 person" is placed on the door to the storage building.

Building 8 (Facilities Building)

- Before arriving at the facilities building, staff will call a facilities staff member to let them know the need to conduct business in the facilities building.
- Upon arriving at the facilities building, staff shall ring the doorbell to the laundry room and wait for someone to open the door. If no one answers the door, with appropriate face covering being used, enter the laundry room and announce arrival to allow any present staff the



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opportunity to use their face covering. If the garage door is open, staff may enter the building there. Staff will not come through the doors leading into the shop/break area without knocking first and waiting to be acknowledged. If there is no acknowledgement, staff will open the door(s) and announce their arrival before entering.

- Signage referencing the proper use of the doorbell will be posted for staff to observe.
- Signage will be posted at the interior door so staff entering from the garage will know to knock and wait for maintenance staff to acknowledge their presence.

B. Building 10 Protocol

- The current electronic door lock system is to be used to limit access to the lobby in building 10. This allows invited guests to enter the lobby once they have been cleared via the health screening. As Building 10 is typically the first place the public comes to when entering the campus, an intercom system shall be installed both outside of the entrance to building 10 (similar to building 22) and in the lobby of building 10. This will allow for clerical staff to communicate with the public and invited guests. This will also enable them to direct individuals who may need assistance to other buildings without the need for them to enter the building 10 lobby.
- Signs with the health screening questions/masks requirements will be placed in the parking lot area as well as on the doors of building 10.
- A single use mask dispenser, signage indicating social distancing requirements, and a masks are required on campus sign be placed near the entrances to building 10.
- Signage in the parking areas include instructions for those who have an appointment to remain in their car and notify the staff person with whom they are meeting of their arrival. The staff member who invited the guest will then complete the health screening/temperature check with the guest prior to allowing them to enter the lobby area. Those guests who are exhibiting symptoms or report exposure will be asked to re-schedule their appointment and will not be permitted to enter. All invited guests must wear a mask while on agency property.
- Individuals who do not have an appointment but present at the entrance to building 10, health screening questions be asked by the clerical staff person via the intercom system prior to allowing a non-invited guest into the lobby. All guests must wear a mask and have their temperature taken via the wall mounted thermometer (or staff member) upon admission to the building's lobby.
- Toys are to be removed from the lobby of building 10. The agency will consider using the small child's table/chairs in the area to reduce the amount of cleaning that is needed. Single use crayons/coloring pages, child friendly TV programming showing on the lobby TV and/or caseworkers has toys available in their office that can be sanitized after use as an alternative.
- On-site office work in building 10 will include a phase-in approach to limit the number of employees present at a single location at any given time.



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- The total building occupancy will be 12 individuals (4 staff upper level, 8 staff lower level) at any given time (including interns, staff, other invited guests).
- The current Building 10 Staff Outlook calendar shall continue to be used by Supervisors to document their teams staffing plans.
- AWS plans should also be used to reflect individual staff needs.
- Information on how to view the Building 10 Staff Outlook calendar will be provided to building 10 staff to allow them to make an informed request of their supervisor for office time.
- Shared office workspaces (reception area and school outreach offices) are to be staffed at the limited capacity of one staff person per workspace at a time. Supervisors shall implement a rotating AWS schedule for office time of those in shared office
- Supervisors shall consult with management and the Facilities Manager to consider installing removable barriers (Plexiglas, shower curtains, etc.) in the receptionist area to discourage staff congregating in the receptionist area.

The following areas where staff/guests could be at higher risk of spreading infection: lobby, copy rooms, mail room, water cooler areas, kitchen areas, break and conference rooms, and bathrooms.

- Occupancy signage will be installed in those areas to remind staff of the occupancy limits. Signs will also instruct staff that they are not to congregate in common areas.
- Staff are responsible for wiping down common areas after their use (i.e. meeting rooms, bathrooms, water cooler, microwave, refrigerator, etc.). Facilities will ensure that cleaning supplies are available in each common area for staff use.
- Staff are not to congregating in the kitchen areas.
- Staff are to eat their lunches in their offices and will need to use their own personal eating utensils.

Staff in building 10 are to be responsible in sanitizing their own workspaces on a regular basis. Facilities will ensure that cleaning materials are available for staff use.

Staff shall continue to enter the building at the upper level and ensure the alarm is turned off prior to proceeding into the lower level when arriving in the outside of normal business hours or on a weekend. If staff are in the office out of normal business hours, they must sign in upstairs on the log in the foyer of the building near the alarm.

C. Building 14 Protocol

ACCS Building 14 has two levels. The upstairs has a front entrance for public and a side entrance for the staff to use. There are 15 rooms (8 occupied offices, an empty office, a front lobby, a break room, fingerprint room and a fax/meeting/supply room plus two bathrooms. Personal Protective Equipment will be at entryways, this will include a no-touch thermometer, gloves, disposable masks, sanitizer and screening questions. Covid-19 signage to be used throughout the building.



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- The occupancy for the upstairs is 3. While continuing with the AWS plans, the supervisor will determine if staff alternate days or if they work every other week on campus.
- Screeners can continue to work remotely.

The lower level has two entrances in the rear of the building. There is a larger training room, an interview room, an observation room, a bathroom and a secured file room, a storage room AKA Blue room, a janitor closet and a walk- through kitchen area. Personal Protective Equipment will be at entryways, this will include a no-touch thermometer, gloves, disposable masks, sanitizer and screening questions.

Interview Room Protocols

- Masks are to be worn by all parties as required by local rule.
- Use a wall mount no-touch thermometer by the entry door for screening purposes.
- Staff are to bring public in for an interview through the back door, one person at a time.
- Social distancing still needs to take place in the interview room.
- Staff are responsible for cleaning tabletops, chairs, doorknobs (ect.), before and after use.

Blue Room Protocols

- Staff will need to continue to enter through the top level of the building to deactivate the alarm system.
- One staff member at a time in the room and follow the facial coverings expectations.
- This room is not to be accessed while interviews are in progress to avoid accidental face-to - face contact.
- Staff are responsible for cleaning and sanitizing after use.

Training Room Protocols

- Staff are responsible for cleaning tabletops, chairs, doorknobs (ect.), before and after use.
- Use a wall mount no-touch thermometer by the entry door for screening purposes.

D. Building 18 Protocol

The following guidelines are to help maintain a safe and healthy environment in building 18.

- All agency buildings are to use State of Ohio COVID-19 signage at each entry door (unless permission is provided by management to alter). Standardizing signage will be helpful in



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many ways including readability, consistency and accuracy of information. Occupancy signage is to be used as well.

- A touchless wall hanging thermometer shall be used in the upper level entry way for health screening purposes. Along with the touchless thermometer will be a screening sign asking about COVID-19 systems.
- A screening acknowledgement form will be in this location so that the general public acknowledges the health screen.
- Screening stickers will be located at the Administrative Assistance desk so that individualsthat pass the screening will be provided an approved sticker to wear while on
- General cleaning supplies will continue to be held in the janitorial closet in the upper level closet. Disposable masks and some COVID-19 cleaning supplies are to be at the Administrative Assistance desk for the general public use.

Occupancy

- Upper level Max Occupancy 4
- Upper level Common Area Max Occupancy 2
- Lower level Max Occupancy 4
- Lower level Common Area Max Occupancy 2
- Lower level Conference Room Max Occupancy 3
- Total Building Max Occupancy 8 (With 10 individual Max for State of Ohio gatherings the 8-person maximum provides flexibility if a couple people unexpectedly arrive)
- Offices shall be a one-person limit, if another individual(s) enters an office they must wear a mask.
- The Request-for-Funds office is unique, with additional traffic within the office, it is essential to wear a mask in this office if you are not alone.

E. Building 22 Protocol

Essential Functions

- Visits for children and families
- Some phone calls
- Use of computer due to internet connectivity issues or absences of a Surface Pro
- Docking the Surface Pro to the network for updating
- Use of printers



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- Maintaining certain files both electronic and paper form
- Distribution of office and other supplies
- Individualized training with new staff

These guidelines are to allow the building to function now and in the future as the global workforce moves towards remote and alternative work sites.

Signage

Signage regarding wearing a face mask and social distancing that the State of Ohio has developed, and the Operation Workgroup has reviewed will be placed on all outside doors so that the sign is facing outward. These signs should also be posted on the clerical window in the building for all visitors to read.

A sign that reads *"If you do not have an appointment or scheduled visit please wait in your car and call our agency at 740-592-3061 and state your need"* shall be placed on the guest entrance to building 22.

A sign is to be on the upper staff entrance door that reads *"Entrance for Upper Staff Only Unless building is Armed or Inclement Weather"*. This reduces the amount of traffic in the upper section of building.

Reserved Parking Spaces

The agency will place two signs for parking in the front of building 22. The signs should be next to the child drop off sign. The signs should read *"Building 22 Spot 1"* and *"Building 22 Spot 2"*. These spots function for visitors for staff and for those who arrive and do not have a scheduled reason for being at the agency. This allows them to call from their vehicle and speak with whom they need to for further direction.

Function and Occupancy of Work Areas

Upper Level:

The upper level staff area's max occupancy is 3. Kitchenette area max occupancy is 1. Conference room max occupancy is 1. Lobby max occupancy is 1.

The Family Support Supervisor is monitoring the scheduling of staff in the upper staff area, so the max limit is not exceeded.



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The supervisor on the upper level of 22 should utilize their office as they deem necessary given the essential functions of their job duties. Since the supervisor has an office that has a door, they should, based on the needs of staff, determine when they are at the agency and when they are at an alternative work site. The supervisor will consider the maximum capacity of the lower level and the building as a whole when determining if they should be at the agency or their alternative work site.

Lower Level:

Max occupancy is 8.

Main conference room max occupancy is 2.

Kitchenette area max occupancy is 1

Glass conference room max occupancy is 1

Office max occupancy is 1.

On-site office work in building 22 will include a phase-in approach to limit the number of employees present at a single location at any given time.

The following are areas where staff/guests could be at higher risk of spreading infection: lobby, copy rooms, mail room, water cooler areas, kitchen areas, break and conference rooms, and bathrooms.

- Occupancy signage will be installed in those areas to remind staff of the occupancy limits. Signs will also instruct staff that they are not to congregate in common areas.
- Staff are responsible for wiping down common areas after their use (i.e. meeting rooms, bathrooms, water cooler, microwave, refrigerator, etc.). Facilities will ensure that cleaning supplies are available in each common area for staff use.
- Staff are not to congregate in the kitchen areas.
- Staff are to eat their lunches at their workspace and will need to use their own personal eating utensils.

Staff in building 22 are to be responsible in sanitizing their own workspaces on a regular basis. Facilities will ensure that cleaning materials are available for staff use.

Staff shall continue to enter the building at the upper level and ensure the alarm is turned off prior to proceeding into the lower level when arriving in the outside of normal business hours or on a weekend. If staff are in the office out of normal business hours, they must sign in upstairs on the log in the foyer of the building near the alarm.

On-site office work in building 22 will include a phase-in approach to limit the number of employees present at a single location at any given time. The Family Services Ongoing Supervisors will determine the phase-in approach schedule.



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An outlook calendar will be created in order to track the rotation and for staff reference. Information on how to view the Building 22 Staff Outlook calendar will be provided to Building 22 staff to allow them to make an informed request of their supervisor for office time. AWS plans should also be used to reflect individual staff needs. If it is not staff's rotation week and they need to be at the office for any reason lasting longer than 15 minutes, then approval from the supervisor will be needed.

Since the lower level supervisors have an office that has a door, they should, based on the needs of staff, determine when they are at the agency and when they are at an alternative work site. The supervisors will consider the maximum capacity of the lower level and the building as a whole when determining if they should be at the agency or their alternative work site. The Lower Level Clerical worker will remain in their respective area at this time and be available daily. Thus, the lower level must take their presences into account when determining a rotation for the lower level. The Transportation worker will not be on the A and B rotation due to the nature of their job duties and functions. Thus, the lower level Supervisors must take their staff presences into account when determining a rotation for the lower level. Supervisors may need to meet with new staff in person to assist in learning tasks and processes. Supervisor will schedule and coordinate with other building supervisors and caseworkers scheduled in the office.



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Personal Protective Equipment (PPE)

Upper Level:

PPE will be stationed by the mailbox area

Lower Level:

Adjusted Cleaning Patterns

XIII. SEORTC Plan for all in-person trainings:

The Southeast Ohio Regional Training Center is planning to re-open to some limited training activities. The following precautions will be followed for all on-site trainings at the SEORTC until further notice to help prevent the spread of COVID-19:

- Trainers and attendees will be sent a copy of the SEORTC Visitor Protocol in advance of their scheduled workshop.
- Participants will be reminded of the information regarding restrooms, lunch breaks, etc. at the beginning of the workshop.
- No more than 9 participants, 1 trainer, and 1 RTC staff will be in the building during active training hours.
- Staff, trainers, and participants will wear a face covering in the training center in common areas (except for when outside and social-distancing is observed) unless a medical accommodation is necessary. If a participant has a medical accommodation and cannot wear a face covering in common areas, a physician's note will be required. Participants are asked to bring their own face coverings to the training center, however, if someone does not have one, a disposable mask will be provided for them.
- If seated behind a plastic sneeze guard and socially-distanced from other attendees, participants will be permitted to remove their face covering at their seat during the training. When out of your seat in the training room or in a common area, a face covering **MUST** be worn.
- The trainer will have an option to train behind a plexiglass shield and plastic barriers so that no mask is required during training (as long as the trainer stays behind the plexiglass area).
- Seating is restricted to one participant per table (unless a two-parent foster couple) with a minimum of 6 feet distance between participants.
- The RTC will provide sanitizing wipes, gloves, and hand sanitizer at all trainings for the use of staff, participants, and trainers during the day. All participants and trainers will be encouraged to sanitize their areas often during the day.
- There will be no sharing of office supplies between participants (i.e. pens, markers, pencils, handouts, etc...). Participants are asked to bring their own writing utensils. If you are unable to do so, one will be provided for you and should be taken with you at the end of the day.
- Anyone showing visible signs of illness (i.e. coughing, runny nose/congestion, etc...) will **NOT** be



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permitted to attend a workshop. If it is suspected that a participant is ill, their temperature may be taken to determine whether they can stay at the training.

- If there are small group activities, participants are required to stay 6 feet apart; no small group activities that would require participants to move their chairs to be closer to one another are permitted.
- Participants will be asked to bring their own laptops/devices if their workshop requires it (i.e. SACWIS labs, etc...). Handouts will be provided to participants or accessed electronically.
- Trainers and participants must take all items with them at the end of the day (even for a multi-day training) to ensure that proper sanitization of the area can occur.
- Signage will remind visitors of distancing and hygiene expectations.
- Attendance sheets will be completed by staff, not participants.
- Markers – the trainer will be able to use markers for flip charting (stands and markers will be sanitized before and after training). Trainees should not use markers.
- No coffee or snacks will be provided during the training. Participants will NOT be permitted to use the refrigerator, microwave, or toaster oven. The vending machines will be available for participants to use and will be sanitized regularly. Participants are encouraged to bring their own beverages to the training.
- The doors to the training room will remain open during the day to provide for additional airflow and to reduce contact with door handles.
- Staff will sanitize all classroom surfaces before and after each training.
- Staff will sanitize restroom surfaces after each break and after lunch.
- Deep cleaning by contracted professionals will occur on a weekly basis.
- The office side of the building is restricted to staff use only. The doors to this side of the building will remain closed during the day.

IV.COVID – 19 Signage Protocols

One of the main aspects of Athens County Children Services Responsible Pathway Forward is about protecting the health and well-being of Athens County Children Services' employees, clients, and collaborating to support community efforts in controlling the spread of the COVID-19. Thus, Athens County Children Services uses COVID-19 signage to first protect your health, second to help educate one another, and third, assist in community COVID-19 spread efforts. Signage that is NOT uniform and is very extensive may lead individuals to ignore the health precautions. Thus, Athens County Children Services is to use State of Ohio signage. Below is the protocol for the use of COVID-19 signage.

F. Athens County Children Services is to use the State of Ohio signage from www.coronavirus.ohio.gov

- Signage is easily readable
- Signage is consistent



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G. Athens County Children Services is to place signs for ALL individuals to view while entering a building and campus.

- Signs are placed on every entry door (laminated and on the inside of the door for weather purposes)



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- A-Frame signs are placed outdoors to notify ALL individuals of the COVID-19 protocol.
- H. Athens County Children Services is to place a visible phone number on each entry door for public use.
- I. Athens County Children Services is to use the follow signs: (Any updated sign material will be based on www.coronavirus.ohio.gov information.
- Social Distance - Place on ALL entry doors and building safety board(s)
 - Protect Yourself – Place on ALL entry doors and building safety board(s)
 - Maximum Building Capacity – Place on ALL entry doors of the building
 - Facial Coverings – Place on ALL entry doors and outdoor A-Frame
 - Symptoms – Place near each screening station
 - Health Screening – Place near each screening station
 - Maximum Building Level Capacity – Place in the room or area defined by the building groups
 - Maximum Room Capacity – Place in the room or area defined by the building groups

COVID-19 Signage to be used are provided on the following pages



#IN THIS
TOGETHER
Ohio



**Please maintain social
distancing -- stay at least
6 feet from others.**

#RESPONSIBLE
RESTART
Ohio



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of Health



**Protect yourself and others from COVID-19
by taking these precautions.**



STAY HOME
EXCEPT FOR
WORK AND
OTHER NEEDS



WEAR A FACE
COVERING WHEN
GOING OUT



PRACTICE SOCIAL
DISTANCING OF
AT LEAST 6 FEET
FROM OTHERS



SHOP AT
NON-PEAK
HOURS



WASH HANDS OFTEN
WITH WATER AND SOAP
(20 SECONDS
OR LONGER)



AVOID TOUCHING
YOUR EYES, NOSE
OR MOUTH WITH
UNWASHED HANDS
OR AFTER
TOUCHING SURFACES



COVER YOUR
MOUTH WITH A
TISSUE OR SLEEVE
WHEN COUGHING
OR SNEEZING



CLEAN AND DISINFECT
HIGH-TOUCH
SURFACES OFTEN



DON'T WORK
WHEN SICK



CALL BEFORE
VISITING YOUR
DOCTOR



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Masks (or Face Coverings) Required for Entry

The mask requirement does not
apply to children younger than
10 and people medically
or developmentally unable
to wear a mask.

Maximum Building Capacity:



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#IN THIS
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**To protect our employees and
customers, we require* that
everyone wears face coverings.**

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*Certain individuals are exempt, including those under 10 years old, those with a medical condition or disability, those actively exercising, and those actively eating or drinking.



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**If you have the following symptoms
please come back and see us another time**



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Health Screening Questions for Use With Customers

(Administered verbally by employee)

	YES	NO
Are you experiencing the following symptoms? <ul style="list-style-type: none">• Cough• Shortness of breath or difficulty breathing• Fever• Chills• Muscle pain• Sore throat• New loss of taste or smell		
Have you been in contact with someone known or presumed to have COVID-19 within the past 14 days?		

We are sorry, but customers who answer “yes” to either of these questions cannot receive services right now. Please come back another time.



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Masks (or Face Coverings) Required for Entry

The mask requirement does not
apply to children younger than
10 and people medically
or developmentally unable
to wear a mask.

Maximum Building Level Capacity:



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Masks (or Face Coverings) Required for Entry

The mask requirement does not
apply to children younger than
10 and people medically
or developmentally unable
to wear a mask.

Maximum Room Capacity:



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REFERENCES

Center For Disease Control and Prevention: <https://www.cdc.gov/>

US Food & Drug Association: <https://www.fda.gov/>

US Department of Homeland Security: <https://www.dhs.gov/>

US Department of Health and Human Services: <https://www.hhs.gov/>

State of Ohio Office of the Governor: <https://governor.ohio.gov/wps/portal/gov/governor/>

Ohio Department of Job and Family Services: <https://jfs.ohio.gov/>

Ohio Department of Health: <https://odh.ohio.gov/wps/portal/gov/odh/home>

Ohio Department of Health - Responsible Restart Guidelines:
<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/responsible-restart-ohio/>

Athens City-County Health Department: <https://www.athenspublichealth.org/>

EPA Product List: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>

Responsible Protocols Bulletin 04302020: <https://businesshelp.ohio.gov/pdf/Responsbile-Protocols-Bulletin-04302020.pdf>

The Responsible Restart Ohio - General Office Environments guide:
<https://businesshelp.ohio.gov/pdf/sector-goe-factsheet-05012020.pdf>

Ohio Public Health Orders: <https://coronavirus.ohio.gov/wps/portal/gov/covid-19/resources/public-health-orders/>

Ohio Symptom Screening: https://coronavirus.ohio.gov/wps/wcm/connect/gov/6fa237c5-c697-4907-8277-9689b8ba2bc8/Guidance+for+Screening+Employees+05.01.20.pdf?MOD=AJPERES&CONVERT_TO=url&CACHEID=ROOTWORKSPACE.Z18_M1HGGIK0N0IO00Q09DDDDM3000-6fa237c5-c697-4907-8277-9689b8ba2bc8-n88Htq3

ACCS Personnel Policy Manual



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Federal Symptom Screening tool: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

Federal Executive Office: <https://www.whitehouse.gov/openingamerica/>

COVID-19 ACCS Risk Assessment:

https://ohiodas.sharepoint.com/:b:/r/sites/IFS_Athens/PCSA/ACCSTHome/ACCS%20ManualsPoliciesPlans/COVID-19/ACCS%20-%20COVID-19%20Risk%20Assessment%20Guidelines.pdf?csf=1&web=1&e=IMnObA

COVID-19 ACCS Practice Guidelines:

https://ohiodas.sharepoint.com/:b:/r/sites/IFS_Athens/PCSA/ACCSTHome/ACCS%20ManualsPoliciesPlans/COVID-19/COVID.19%20ACCS%20Practice%20Guidelines%20REVISED.pdf?csf=1&web=1&e=IUGuo

Procedure Approved: 6/25/2020

Procedure Revised:

**The Athens County Sheriff's Office
Law Enforcement
Memorandum of Understanding**

Subject: Bassett House	Policy Number: 7.01	
Issue Date: 5-19-10	Revision Date: <i>3-16-21</i> <i>PN</i>	Review Date: 2-9-21
Athens County Sheriff		
Title and Signature: Rodney Smith, Sheriff <i>R. Smith</i>		
Athens County Prosecutor		
Title and Signature: Keller Blackburn, County Prosecutor <i>Keller J. Blackburn</i>		
Bassett House		
Title and Signature: Linda Rust, Program Director <i>Linda Rust</i>		
Athens County Children's Services		
Title and Signature: W. Otis Crockron, Jr., Interim Executive Director <i>W. Otis Crockron, Jr.</i>		
Athens County Juvenile Court		
Title and Signature: Zach Saunders, Judge <i>Zach Saunders</i>		

PURPOSE:

The Athens County Sheriff's Office will take part in a cooperative agreement between all parties listed in this memorandum of understanding (MOU) as it pertains to procedure(s) involving incidents occurring at or from Bassett House, Athens, Ohio. It is understood in this MOU, that Bassett House will serve as the "In Loco Parentis" (In the Place of the Parent) of all juveniles that sign an admissions contract to stay at Bassett House under a voluntary or involuntary admission.

While the majority of incidents occurring at Bassett House are handled internally it is understood there may be some incidents which necessitate the involvement of some or all of the agencies described in this MOU. It is understood by this MOU that Bassett House assumes responsibilities for contacting the agencies described in this MOU on a need to know basis to advise them of the incident and to assist the agencies described in this MOU in determining the course of action for that specific incident. This MOU is solely and expressly for the purpose of understanding with Bassett House, Athens, Ohio and does not apply to agencies or individuals not associated and described in this MOU. The safety and well-being of the juvenile and the community shall be paramount at all times.

DEFINITIONS:

Blue Slip: (Pink Slip)- Is a term used to reference an application for emergency hospitalization for an individual who is mentally ill who appears to present with a

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Law Enforcement Policies and Procedures, 7.01 Bassett House MOU

Juveniles that are Placed in Bassett House on a Voluntary Basis and Walk Away
Shall be handled in accordance with the following guidelines:

1. If a juvenile walks away from Bassett House without permission, Bassett House will attempt to stay with the juvenile and will contact the Athens County Sheriff's Office and advise them of the incident. Bassett House along with the Athens County Sheriff's Office will attempt to locate the juvenile;
2. If the juvenile is located by either Bassett House or the Sheriff's Office, the juvenile will be asked to return to Bassett House. If the juvenile refuses to return to Bassett House, Bassett House will then contact the parents of the juvenile to see if the juvenile can return home or to another family member. If the family or guardian agrees to pick the juvenile up, then the juvenile will go back to Bassett House to be picked up by the parent or guardian;
3. If the juvenile still refuses to return to Bassett House or to the family or guardian the deputy will advise the juvenile multiple times (two or more times) to return to Bassett House or he/she will be subject to an arrest for Persistent Disorderly Conduct;
4. If an arrest is made for Persistent Disorderly Conduct, the deputy will call Juvenile Intake who will attempt to secure a bed at the Juvenile Detention Center. If a bed is secured, the deputy will make arrangements for transporting the juvenile to the detention facility. The deputy will assume responsibility for all court documents and the filing of charges, through Matrix, with the Athens County Prosecutor's Office. If the youth is out of county, Bassett House will be charged for the days of detainment of the youth. Bassett House will be responsible as the custodian if the youth is released from detainment by the Court if the family and/or legal representatives from the residential county does not pick up the youth;
5. The deputy will complete an incident report in our current report management system and NIBRS validate as required. If a bed is unavailable or the parent's/guardian refuses to pick the juvenile up, Bassett House will work with Juvenile Intake and the Deputy to determine an appropriate course of action; and
6. If the juvenile is an "out of county voluntary intake", the same procedure will apply as to an in-county voluntary intake. The only additional agreement would be in the event a parent or guardian is going to pick up the juvenile, then the juvenile is to return to Bassett House and wait for the parent or guardian to arrive.

Juveniles that are Placed in Bassett House by a Court Order and Walk Away
Shall be handled in accordance with the following guidelines:

1. If the juvenile walks away from Bassett House without permission, Bassett House will attempt to stay with the juvenile and will contact the Athens County Sheriff's Office and advise them of the incident;
2. Bassett House, along with the Athens County Sheriff's Office, will attempt to locate the juvenile. If the juvenile is located by either Bassett House or the Sheriff's Office, the juvenile will be asked to return to Bassett House;

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Law Enforcement Policies and Procedures, 7.01 Bassett House MOU

juvenile. The Athens County Sheriff's Office will not file Unruly charges from any incident that occurred at Bassett House.

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