



# COLUMBIANA COUNTY

## Board of County Commissioners

Roy Paparodis, President  
Tim Weigle  
Mike Halleck

Resolution # 59-2023

The Columbiana County Board of Commissioners do hereby resolve that: Pursuant to 2151.4225 of the Ohio Revised Code, the Columbiana County Board of Commissioners have reviewed and approved the Columbiana County Memorandum of Understanding. The Columbiana County Memorandum of Understanding meets the requirements under sections 2151.4220 to 2151.4222 of the Ohio Revised Code.

Vote: Roy Paparodis yes; Mike Halleck excused; Tim Weigle yes

Motion Carried.

Adopted this 6<sup>th</sup> day of December, 2023.

Roy Paparodis

excused

Mike Halleck

Tim Weigle

Ohio Department of Job and Family Services  
**Columbiana County MEMORANDUM OF UNDERSTANDING  
TO ADDRESS CHILD ABUSE AND NEGLECT**

**I. STATEMENT OF PURPOSE**

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4220, 2151.4221, 2151.4222, 2151.4223, 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 **Columbiana County Department of Job and Family Services (CCDJFS)** and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases. The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134<sup>th</sup> Ohio General Assembly. 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 **Columbiana County Department of Job and Family Services (CCDJFS)** is the lead agency for the investigation of child abuse, neglect, or dependency in **Columbiana** County. The **CCDJFS** 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 **CCDJFS** as soon as possible or within **3 working days** for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with **CCDJFS** in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting **CCDJFS** in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with **CCDJFS** on interviews with principals of the case when there are serious criminal implications; Notifying **CCDJFS** of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to **CCDJFS**'s requests for information regarding the status of the legal action; Providing police record checks for **CCDJFS** as necessary or requested as permitted by law; Consulting with **CCDJFS** 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 **CCDJFS** or appropriate law enforcement agency. The County Prosecutor shall represent **CCDJFS** 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 **CCDJFS** 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 **CCDJFS** 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 [If not part of a combined agency]**

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

If the **[Enter the name of the CDJFS here]** is a separate agency from **[Enter the name of the PCSA here]**, employees within the county agency are expected to report suspected cases of child abuse and neglect to **[Enter the**

**name of the PCSA here]** or appropriate law enforcement agency upon receipt; Collaborate with **[Enter the name of the PCSA here]** 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 **[Enter the name of the PCSA here]**; Promote ongoing communication between **[Enter the name of the CDJFS here]** and **[Enter the name of the PCSA here]** regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist **[Enter the name of the PCSA here]** upon request in obtaining case or assistance group information regarding a family when the **[Enter the name of the PCSA here]** is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist **[Enter the name of the PCSA here]** 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 **[Enter the name of the PCSA here]** 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 **CCDJFS** or local law enforcement. The local animal cruelty reporting agencies are to utilize the Humane Agents authorization to remove children under emergency circumstances, if necessary. In those circumstances, they are to coordinate efforts with **CCDJFS** and local law enforcement as soon as possible or within **CCDJFS**.

**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 **CCDJFS**, 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 **CCDJFS**, 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 **CCDJFS** 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 **CCDJFS** or a law enforcement officer.

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

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

Reports of child abuse or neglect shall be made to **CCDJFS** or any law enforcement officer with jurisdiction in **Columbiana** County. If **CCDJFS** 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.

### **ATTACHMENT 1**

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 **CCDJFS** screens in a report of child abuse, **CCDJFS** 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 **CCDJFS** screens in a report of child neglect, and an active safety threat is identified within the first seven days of the assessment/investigation, **CCDJFS** 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 **CCDJFS** receives a referral from a mandated reporter who provides their name and contact information, **CCDJFS** 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 **CCDJFS** closes an investigation/assessment reported by a mandated reporter, **CCDJFS** 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 **CCDJFS** determines that a report is emergent, **CCDJFS** 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 **CCDJFS** identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor shall implement a safety response.

**A Safety Plan is enacted when any of the following criteria apply:**

**The physical condition of the child's home poses a safety threat to the child**

**There are allegations are of sexual abuse and the alleged perpetrator (AP) lives in the child's home.**

**There are allegations are of a baby testing positive for illegal substances at birth (excluding marijuana).**

**Child has been diagnosed with a significant physical injury and AP is in the home and/or is unknown.**

**Parent or caretaker's plan results from questionable motives (such as law enforcement intervention)**

**When the parent or caretaker fails to utilize his/her protective capacities in a manner that he/she initiated, without the prompting of any other individual or government entity (e.g., law enforcement or CSB agency)**

**Any other factor in safety assessment indicates that there is a likelihood of immediate danger of serious harm to the child.**

**Prior to a safety plan being enacted, the children services worker will complete a SACWIS search for any substantiated or indicated dispositions and complete a local law enforcement check for all adult house hold members by calling the local law enforcement entity.**

**2. Law Enforcement and CAC of Mahoning Valley Response Procedure**

**All referrals from Child Protective Services and Law Enforcement will be accepted for evaluation at the CAC, with no additional criteria required.**



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

**According to the Ohio Pediatric Sexual Abuse Protocol, revised August 2009: Children must be seen on an emergency basis if trace evidence needs to be collected or if there are other indications requiring an emergency evaluation. Trace evidence must be collected, using the State of Ohio approved evidence collection kit, when either of the conditions listed below are true.**

**1. The last episode of sexual abuse/assault occurred within the past 72 hours for patients 0-15 years old, or within the past 96 hours for patients 16 years or older, and**

**a. The history indicates contact with the alleged perpetrator's genitalia, or**

**b. The history indicates contact with the alleged perpetrator's semen, blood or saliva, or**

**c. The history indicates a struggle that may have left skin or blood of the alleged perpetrator's to be lodged under the victim's fingernails, on the victim's body or clothing, or**

**d. The victim's clothing or body may be covered by trace evidence (debris, fibers, etc.) from the alleged crime scene.**

**Evidence can be collected up to 72 hours after an assault (in rare cases beyond 72 hours).**

**2. The history of contact with the alleged perpetrator is unclear (i.e., child too young to provide a history or a history is unavailable) and there is reason to believe that conditions described in number 1 above are true.**

**Cases satisfying the criteria listed above are to be classified as emergent during business hours of the CAC, and will take precedence over a regularly scheduled child or if necessary the child will be sent to Akron Children's Hospital Emergency Department. Cases not classified as emergent will follow normal referral guidelines of the CAC. If an emergent case arises outside the business hours of the CAC, the child will be evaluated at the nearest children's hospital emergency department.**

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

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

**CCDJFS** 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, **CCDJFS** 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 **CCDJFS**
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff
- **Child Advocacy Center of Mahoning Valley**
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**G. Standards and procedures for CCDJFS requests for law enforcement assistance**

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

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

## **1. Out-of-Home Care**

**CCDJFS** 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.

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

**Within 24 hours of the screening decision, Columbiana County DJFS will provide written notice to the administrator, director, or other chief administrative officer of the out-of-home entity unless that person is alleged as a perpetrator in the report. If that person is alleged as a perpetrator, written notices shall be provided to the owner or governing board of the entity. Within 3 working days of the report disposition, the investigative agency shall provide written notice of disposition to the administrator, director, or other chief administrative officer of the out-of-home entity unless that person is alleged as a perpetrator in the report. If that person is alleged as a perpetrator, written notice shall be provided to the owner or governing board of the entity.**

## **2. Third-Party Investigations**

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

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

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

**When CCDJFS utilizes law enforcement as a third party, it does not relieve CCDJFS of its responsibility for conduction and investigation.**

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

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

**When CCDJFS becomes aware of the death of a child, the agency will immediately contact the appropriate law enforcement agency. Allegations of death of a child or children shall be handled jointly as a law enforcement and child welfare investigation. Law enforcement and child welfare shall follow their standard protocol for investigation of criminal activity. The case will be referred to the Prosecutor for any legal action. The case will be reviewed by the Columbiana County Child Fatality Review Committee.**

**When made aware of the child's death, the agency shall determine if there are other children residing in the same home or settings as the deceased child resided and if there are other children receiving**

**care from or within access of the alleged perpetrator of the child's death. If there are no other children affected, the agency will close the case. If there are other children affected, the agency shall conduct an investigation and provide supportive services, if appropriate.**

**CCDJFS sits on the child fatality review board that is administered by the Columbiana County Health Department. This review board convenes annually.**

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

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

**If a child is in the temporary custody or a planned permanent living arrangement of Children Services:**

- 1) Notify the law enforcement agency with jurisdiction within one hour of its knowledge of the child's death.**
- 2) Contact the parent, guardian or custodian within one hour of its knowledge of the child's death.**
- 3) Complete the "Child Fatality/Near Fatality" record in SACWIS within five working days after receiving the report.**
- 4) Notify the local child fatality review board.**
- 5) Assist the family in planning funeral arrangements, if requested.**

**If a child in the permanent custody of Children Services dies:**

- 1) Notify the law enforcement agency with jurisdiction within one hour of its knowledge of the child's death.**
- 2) Determine whether notification of the parent, guardian, custodian or other relatives is appropriate.**
- 3) Complete the "Child Fatality/Near Fatality" record in SACWIS within five working days after receiving the report.**
- 4) Notify the local child fatality review board.**
- 5) Assume responsibility for funeral arrangements.**

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

CCDJFS 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).

**CCDJFS shall initiate the screening in medical neglect report in accordance with all guidelines, statutes, and regulations in the investigation and resolution of such a report including:**

- **Gathering and maintain current information regarding the name, address, and telephone number of each appropriate health care facility within its jurisdiction.**
- **Identify and maintain 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.**
- **Identify and maintain the name and chairperson of the appropriate health care facility's review committee, if such a committee exists.**
- **When CCDJFS find that a child is in immediate danger of serious harm they will begin the safety plan process. If an appropriate safety plan person cannot be identified, CCDJFS will either ask the law enforcement with jurisdiction to Juvenile Rule 6 the child into agency custody or approach the prosecutor's office for an emergency order.**

**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**

**Columbiana County Children Services will arrange for the interview of the alleged child victim; in the case of sexual abuse, the interview shall be tape recorded. The Children Services worker shall make every attempt to eliminate all unnecessary interviews of children who are the subject of reports and when feasible, provide for only one such interview. This shall be determined by the Children Services worker working conjointly with law enforcement personnel, and/or the prosecutor to reduce trauma to the child when possible. The investigator conducting the child sexual abuse interview shall have completed related interviewing training; Interview all persons who may have been present during the alleged abuse (to obtain witness statement); Interview all persons who can establish whether or not the alleged perpetrator and the alleged child victim were together at the time of the alleged abuse/neglect (to prove access); Interview all the persons who have discussed the allegation of abuse with either the alleged child victim or the alleged perpetrator (to determine consistency of prior**



**statements); Interview all other children for whom there is reason to suspect may have been abused by alleged perpetrator (other possible victims); Interview, or assist in the arrangement for the interview of, the alleged perpetrator; and shall arrange for an audiotape of interviews upon request of the Columbiana County Prosecutor or when case circumstances indicate the likelihood of referral to the prosecutor.**

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

**Columbianan County Law Enforcement Officers and the Prosecuting Attorneys are responsible for receiving and responding to reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the Juvenile Court. The Prosecuting Attorney can accept or defer action. CCDJFS will give courtesy assistance.**

**1) A dependent, neglected, or abused child will be the responsibility of CCDJFS to accept, investigate, and refer to the Prosecutor, who will accept or defer action.**

**2) The unruly child or delinquent child shall be the responsibility of the Columbiana County Law Enforcement. The Prosecutor has the responsibility to accept or defer prosecution. CCDJFS will give courtesy assistance as needed.**

- 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**

**Leaving the custody of any person, department, or public or private institution without the legal consent of that person, department or institution, shall be the responsibility of CCDJFS to refer to the prosecutor.**

**Receiving and responding to reports or cases involving individuals who act in a way tending to cause a child or a ward of Juvenile Court to become an unruly child or a delinquent child shall be the responsibility of the law enforcement in cooperation with the Prosecutor.**

- 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 **CCDJFS** 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 **CCDJFS** custody.
- Contact the National Center for Missing and Exploited Children (NCMEC) if the child is in **CCDJFS** custody.

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

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

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

### **1. Emergency**

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

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

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

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

order has been issued. If the ex parte motion is denied the matter must be set for a shelter care hearing within ten days from the filing date.

**No township or municipal law enforcement officer shall remove a child (See Juvenile Rule 6) about whom a report is made from the persons having custody of the child without consultation with CCDJFS/CSD, unless in the judgment of the officer, immediate removal is considered essential to protect the child from further abuse or neglect. If the child is suffering from illness or injury and is not receiving proper care, or is in immediate danger from his surroundings the officer will immediately place the child under the care of CCJDFS/CSD and provide Children Services with a written report within 24 hours for the Juvenile Court Probable Cause Hearing.**

## 2. **Non-emergency**

Upon receiving a report alleging child abuse, neglect, and/or dependency, **CCDJFS** 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, **CCDJFS** shall approach the juvenile court and file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27. The matter will be set for a shelter care/preliminary protective hearing expeditiously by the juvenile court.

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

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

The judicial fact-finder must determine whether there is probable cause that the child is abused, neglected, or dependent; the child is in need of protection, whether or not there is an appropriate relative or kin willing to assume temporary custody of the child, reasonable efforts were made by **CCDJFS** 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 **CCDJFS** 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.

**In many cases, CCDJFS will work with a family where the child remains in their own home. In some circumstances the provision of these services is insufficient to protect the child from serious harm. For these non-emergency cases it becomes necessary to petition the court to seek the removal of a child from the child's home for their safety.**

### J. **Disaster Plan**

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

**Columbiana County Department of Job and Family Services commits itself to continue essential Children Services functions in the event of an emergency or disaster in order to ensure that children are in a safe environment.**

**Activation of the Columbiana County DJFS disaster response is the duty of the Agency Director or designee. The following are considerations for activation of a disaster response:**

**\* Declaration of state of emergency by the President of the United States, the Governor of Ohio, or other leader(s)**

**\* Need for action by the Columbiana County DJFS**

**Child safety is the highest priority to be attended to during and after a disaster. To assure that essential functions are covered, staff may need to take on functions not normally part of their daily duties. All Social Worker 2's , the Children Services Administrator and the Children Services Supervisors are deemed to be essential personnel and could be called upon to perform any casework or support function as determined by the Director, designee, or supervisor. Essential functions include:**

**\* Intakes: Ensuring reports of CA/N are received and assigned.**

**\* Investigations: Responding to reports of CA/N. Includes assessing child(ren)'s safety and managing threats of harm. If child(ren) are not safe at home an alternative plan must be developed and/or court action initiated.**

**\* On-going cases: Continuing mandated face to face contacts to assess the child(ren)'s safety, services the family may need and make referrals to the appropriate resources should the family be in need of the service. If child(ren) are not safe at home an alternative plan must be developed and/or court action initiated. Court Hearings unless otherwise determined by the court.**

**\* Children in agency custody: Ensuring safety of children in agency custody. Assessment of child safety as needed for children in agency custody or care. Determining that child(ren)'s and caregiver safety needs are met. The biological family of the child in custody will be contacted to share information on child/family situation related to the disaster.**

#### **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 CCDJFS as the lead agency and notification of the trainings will be provided to the signatories of this**

agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

**V. CONFLICT RESOLUTION**

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

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

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

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

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

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

**VI. CONFIDENTIALITY STATEMENT**

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

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

ORC section 2151.423 requires **CCDJFS** 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, **CAC of Mahoning Valley**, and

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

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 **CCDJFS** 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 **CCDJFS** 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 **CCDJFS** 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 **CCDJFS** 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, **CCDJFS** 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. **CCDJFS** 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 number of required signatures will vary widely by county. It will be helpful to have the signatures take up the entirety of 1 page so counties can copy it to use for as many signature pages as needed."*

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

If any individual serving as a signatory changes mid-term, **CCDJFS** 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. **CCDJFS requires a 30 written notice speaking to the intent to terminate involvement .**

Vito/A Provs. ATTY.  
Agency, Name, Title  
6/21/23  
Date

Thomas M. Barozzi Judge  
Agency, Name, Title THOMAS M. BARONZZI, JUDGE  
COLUMBIANA COUNTY JUVENILE COURT  
7/7/23  
Date

CCSO, Sheriff  
Agency, Name, Title  
7/12/23  
Date

Chillicothe ELPD  
Agency, Name, Title  
9-28-2023  
Date

Don W. Dyer  
Agency, Name, Title  
10/11/2023  
Date

Perry Twp PD Chief  
Agency, Name, Title  
10-16-23  
Date

Salem P.D. J.T. Poynter  
Agency, Name, Title  
10-16-23  
Date

JCS Chief of Police East Palestine P.D.  
Agency, Name, Title  
10-23-2023  
Date

USW International AD Chief  
Agency, Name, Title  
10/23/2023  
Date

Liverpool Twp PD Chief  
Agency, Name, Title  
10/24/2023  
Date

St. Clair Twp. P.D. Bruce Moly  
Agency, Name, Title  
10/26/23  
Date

Minerva Police Department  
Agency, Name, Title  
11/06/2023  
Date

Schroerville John Marra  
Agency, Name, Title

11/17/2023  
Date

WASHINGTONVILLE Kenneth C. Forest Chief  
Agency, Name, Title

11/8/2023  
Date

HAMILTON Kenneth C. Forest Chief  
Agency, Name, Title

11/8/2023  
Date

william myers  
Columbianna Police Dept  
Agency, Name, Title

11/9/2023  
Date

LESDER POLICE LESDER POLICE  
Agency, Name, Title

11-15-2023  
Date

William L. Christy  
Agency, Name, Title

11-15-2023  
Date

Leicester Police Dept  
Agency, Name, Title

11-16-2023  
Date

Salem Twp PD Chief Dan Valentin  
Agency, Name, Title

11/20/2023  
Date

OSAP, BENJAMIN DEWIS, LT  
Agency, Name, Title

11-21-23  
Date

Rache Katterman, CCAFS, Director  
Agency, Name, Title

11.27.2023  
Date

\_\_\_\_\_  
Agency, Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency, Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency, Name, Title

\_\_\_\_\_  
Date

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

The CCDJFS 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: **[Enter date of refusal]**

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]**

N/A

**X. Board of County Commissioners**

The CCDJFS shall submit the MOU signed by all participating agencies, to the **Columbiana** 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.

*See Attached Signatures*  
\_\_\_\_\_  
County Commissioners signature and date/Resolution/Vote

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


**ATTACHMENTS**

**[If the PCSA contracts with an outside source to receive after-hour calls, a copy of the signed agreement 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.]**

**SIGNATURES**

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**Columbiana County Board of Commissioners:**

  
\_\_\_\_\_  
**Roy Paparodis, Commissioner**

12-6-23  
**Date**

  
\_\_\_\_\_  
**Mike Halleck, Commissioner**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Tim Weigle, Commissioner**

12-6-2023  
**Date**

## **Columbiana County Department of Job & Family Services Title XX Vendor Contract Extension II**

This contract extension is entered into on January 1, 2023 between the Department of Job & Family Services ("Agency") of Columbiana County and the **Columbiana County Board of Commissioners** ("Contractor"), with the consent and approval of the **Columbiana County Sheriff, of 105 S. Market St., Lisbon, Ohio 44432**, for the purchase of **After-hours Support & Crisis Telephone Response Services**.

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

### **Article 1 – Purpose**

The purpose of this Contract is for the procurement of goods or services for use by the Columbiana County Department of Job & Family Services in the administration of After-hours Telephone Support. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management "common rule".

### **Article 2 – Scope of Services/Deliverables**

#### **A. Agency Responsibilities –**

- Monitor Contractor to ensure the Contract is used in accordance with all applicable conditions, requirements, and restrictions
- Provide technical assistance as requested to assist Contractor in fulfilling its obligations under this contract
- Provide After Hours procedures and processes training

#### **B. Contractor Responsibilities –**

- Contractor, through the Columbiana County Sheriff, shall provide all services a listed in Exhibit I
- To ensure appropriate staff attend the *After Hours Telephone Service* training provided by the Clerical Administrator of Children Services.
- To ensure staff follow the After Hours procedures & processes outlined in the training and as per Exhibit II.
- To utilize the *Columbiana County Abuse/Neglect Referral Form* Exhibit III as outlined in the training.

### **Article 3 – Billing and Payment**

Agency agrees to compensate the Contractor in the amount of \$5.00 per unit (one hour). The total amount which may be paid to Contractor under this Contract cannot exceed Thirty-Three Thousand Seven Hundred Forty Dollars and Zero Cents (\$33,740.00) over the term of this Contract (see Exhibit IV).

Contractor must submit a detailed invoice each month to Agency within thirty (30) days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number 318

Under no circumstances will Agency make payment for any services invoiced more than sixty (60) after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services provided after December 31, 2023. The final invoice must be received by the Agency by the close of business at 4:00 p.m. on January 30, 2024.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within thirty (30) days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Columbiana County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

#### **Article 4 – Availability of Funding**

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Columbiana Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

#### **Article 5 - Duration of contract**

A. This Contract will be effective from January 1, 2023, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through December 31, 2023, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 7 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Columbiana County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

#### **Article 6 – Amendment of Contract**

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

#### **Article 7 – Termination**

A. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such



terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 7 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency 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 Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor 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 Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination sixty (60) days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue

of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

### **Article 8 - Records Availability and Retention**

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of five (5) years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the five (5) year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular five (5) year period, whichever is later.

### **Article 9 - Confidentiality**

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency 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 Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### **Article 10 – Conflict of Interest/Ethics**

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Columbiana County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

#### **Article 11 - Independent Contractor**

Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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.

Contractor agrees that it is an independent contractor 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, and the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and

Unemployment Insurance Law. Contractor 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 Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

### **Article 12 - Limitation of Liability: Contractor Duties**

A. Contractor agrees to hold Agency, and any official or employee of Agency acting in his or her official capacity harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor shall reimburse the Agency for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Columbiana County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity. If any information and/or assistance is furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

### **Article 13 – Assignment and Subcontracting**

The Contractor shall not assign this contract without the prior written approval of the

Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within thirty (30) days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

#### **Article 14 – Governing Law**

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

#### **Article 15 – Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

#### **Article 16 – Severability**

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

#### **Article 17 – Equal Employment Opportunity**

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: 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. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

#### **Article 18 – Compliance Requirements**

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);
- 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);
- 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);

- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, 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;
- Sections 3517 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

### Article 19 – Child Support

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

### Article 20 – Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purpose.


## SIGNATURES

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Columbiana County Board of Commissioners:

  
\_\_\_\_\_  
Mike Halleck, Commissioner

12-28-22  
Date

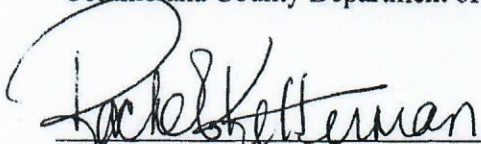
  
\_\_\_\_\_  
Roy Paparodis, Commissioner

12-28-22  
Date

  
\_\_\_\_\_  
Tim Weigle, Commissioner


12-28-2022  
Date

Columbiana County Department of Job & Family Services:

  
\_\_\_\_\_  
Rachel Ketterman, Director

12/22/2022  
Date

Approved:

  
\_\_\_\_\_  
Brian McLaughlin  
Columbiana County Sheriff

1-3-2023  
Date



**EXHIBIT I**

**TITLE XX CONTRACT**

OFFICE NAME: Columbiana County Sheriff's Office

PROGRAM NAME: After-Hours Telephone Support

OFFICE ADDRESS: 8473 County Home Road

CITY Lisbon STATE Ohio ZIP 44432

ADMINISTRATIVE PHONE NUMBER: 330-424-1104 FAX: 330-424-3795

AFTER-HOURS SUPPORT & CRISIS TELEPHONE RESPONSE PHONE NUMBER: **330-424-5715**

PROGRAM BUSINESS DAYS & HOURS: Weekdays 4:00 p.m. to 8:00 a.m.; Weekend days 24 hours; Holidays 24 hours.

IF CLIENTS COME TO YOUR FACILITY FOR SERVICES, DOES YOUR AGENCY HAVE A HANDICAPPED ENTRANCE?  YES  NO  N/A

OFFICE FEDERAL TAX IDENTIFICATION NUMBER 34-6000745

SHERIFF'S NAME: Brian McLaughlin

PROGRAM COORDINATOR'S NAME Scherry Wilson

PERSON RESPONSIBLE FOR BILLING Scherry Wilson

PROGRAM PURPOSE:

*To provide after-hours support and crisis telephone response services to residents of Columbiana County.*

WHAT SERVICE WILL YOU BE PROVIDING UNDER THIS TITLE XX CONTRACT?

*After-Hours telephone support for Columbiana County, Children Services and Adult Protective Services.*

*Weekdays 4:00 p.m. to 8:00 a.m.; Saturdays and Sundays 24 hours; Holidays 24 hours*

*Emergency situations such as, loss of electricity or phone service, snow days etc..*

UNIT RATE: (EXPLAIN IN DETAIL HOW YOU ARRIVED AT YOUR UNIT RATE)

*Cost of service divided by total planned hours of coverage for the fiscal year.*

IF AGENCY IS LICENSED OR CERTIFIED BY THE STATE, THE AGENCY MUST ALSO SUBMIT A COPY OF THE LICENSE OR CERTIFICATE WITH THIS EXHIBIT.

**EXHIBIT II** page 1 of 6


# **AFTER HOURS SUPPORT & CRISIS TELEPHONE RESPONSE SERVICES TRAINING**

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## THE BASICS

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- Children Services is required to receive referrals of abuse and neglect 24 hours a day.
  - Columbiana County Children Services schedules both on call workers and on call supervisors for a weekly rotation of on call duties. This rotation starts 8:00:00 am every Thursday and ends at 7:59:59 am the next Thursday.
  - Columbiana County Children Services completes the on call calendar for a 6 month period from January to June and July to December. These are completed and provided by October 31 and April 30 respectively.
  - Workers and supervisors may change their on call weeks and may also change for a 24 hour period. The after hours agency will be notified when these occur as soon as the arrangements have been finalized.
- 

**AFTER HOURS PROCEDURES:** CALLS RECEIVED ON THE COLUMBIANA COUNTY CRISIS LINES WILL BE ASSESSED BY COMPLETING THE ABUSE/NEGLECT FORM. ALL QUESTIONS ON THE FORM MUST BE ASKED, AS WE NEED AS MUCH INFORMATION AS POSSIBLE.

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- **Emergency Cases:**
  - For cases in which there is a current concern for the child's safety, the on call worker should be notified. Cases in which police, fire departments, hospital, mental health facilities or Guardian Ad Litem's call to speak with a worker should be referred to the on call worker.
  - **Medical Treatment of Foster and Pre-Adoptive Children:**
  - Any/ All foster or pre-adoptive children requiring medical treatment must receive authorization from the agency on call supervisor.
  - **Contact Time Frames:**
  - The on call worker should be notified as soon as possible after the receipt of an emergency case.
  - The on call worker should be contacted using the phone numbers on the on call list. The number listed first should be called first and the number listed second should be called second. This also applies to contact with the on call supervisor when needed.
  - Adequate time should be given for the worker and/or supervisor to respond to the call (apx 10 minutes is considered appropriate between each attempt) before additional attempts are made to reach them.
  
  - **DO NOT GIVE OUT WORKER OR SUPERVISOR PHONE NUMBERS TO ANYONE**
  - **DO NOT LEAVE DETAILED MESSAGES ABOUT CASES WITH ANY FAMILY MEMBERS OR ON ANSWERING MACHINES**
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## INFORMATION GATHERING

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- It is vital that information be gathered as thoroughly as possible in order for the correct steps to be taken. As such the following information needs to be collected whenever possible:
  - Name and contact information for referent, name of institution they represent( e.g hospital, police dept, mental health)
  - Names of children and parents, alleged perpetrators, caretakers. Name(s) of Adult(s), others in their home, alleged perpetrator, caretakers.
  - Address- of where the custodian lives and where the child currently is. Note: In Ohio children services is custodian driven, meaning that the county responsible for services/investigation is the county in which the custodial parent resides.
  - Address of where the Adult lives
  - Allegations: What is alleged to have happened to the child/Adult, who is responsible, is medical care needed, does the child/Adult have injuries, when did this incident occur?
  - Safety considerations: is the custodian/caretaker aware, are they making a plan to keep the child/Adult safe, does the Adult, the parent or child have any delays or medical/mental health/drug issues that might interfere with their ability to plan for the child's safety/their own safety?

MORE IS ALWAYS BETTER



## THE PROCESS

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- Once information is collected the on call worker is contacted when there is an immediate safety concern. The information that has been gathered by the hotline is relayed to the on call worker.
  - In the case of permission to treat for a child in foster care or an allegation involving an adult over the age of 60, the on call supervisor is contacted directly by the hotline and information relayed. All other calls involving foster children or adult under 60, contact the on call worker.
  - After speaking with the hotline the on call worker then gathers additional information from the referent, the statewide automated child welfare information system, and public records (e.g court view, ELPD online, etc.) and a screening decision is made.
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## MISCELLANEOUS

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- Some referents refuse to provide much detail to the hotline and insist on speaking the worker. Please contact the worker in these situations and relay the referent contact information.
  - On occasion the agency may close prior to 4:30 pm or open later than 8:00 am. If this occurs an agency staff member will be in contact to advise that calls will roll to the Sheriff's Office outside of the normal schedule. In all other circumstances, if the agency is open and the hotline receives a referral, please contact the screeners at 330-420-6600 option 2 to relay the information. A list of observed holidays will be provided to the hotline.
- 

Exhibit III

**Columbiana County Abuse/Neglect Referral Form**

(PLEASE PRINT)

Taken By:		Date:	Time In:	Time Out:
Referent:		Phone Number:	Address:	Relationship to ACV:
Call In Regards To:    Child Abuse/Neglect    Adult Abuse/Neglect    Foster Care Permission to Treat				
Name of ACV(s)/ ADULT	DOB/AGE	Gender	Address/Phone Number where child/ADULT currently is:	
Name of Custodian(s) of ACV(s)/POA FOR ADULT IS APPLICABLE:	Phone Number/Address:		Relationship to ACV(s):	
Other People in Home of ACV(s)/ADULT:	DOB/Age:	Gender:	Relationship to ACV(s):	
Name of AP(s):	DOB/Age	Gender	Address/Phone number:	Relationship to ACV(s)/ADULT:





**Exhibit III**

Name of ACV/ADULT: \_\_\_\_\_ Date: \_\_\_\_\_ PAGE 3

When and Where did this Occur:	<hr/> <hr/>	
Is the custodian aware of incident? If so what have they done/not done to protect child:	<hr/> <hr/>	
What is prompting Referent to call today?	<hr/> <hr/>	
How does Referent have this information? (observed/told by someone- who?)	<hr/> <hr/>	
Does the ACV/ADULT have any injuries? If so describe type, location on body and appearance:	<hr/> <hr/> <hr/> <hr/>	
Does the ACV/ADULT require immediate Medical attention?	Has Medical Attention been sought? If so, by who?	
Does the ACV/ADULT have any developmental delays, mental health concerns, physical impairments, or behavioral concerns? (Describe)	<hr/> <hr/> <hr/>	
Does the Custodian or Caregiver have any developmental delays, mental health concerns, physical impairments, or behavioral concerns? (Describe)	<hr/> <hr/> <hr/>	
Additional Staff Comments on this call? FOR ADULT CASES Is the adult alert and oriented?:	<hr/> <hr/>	

**Exhibit III**

Name of ACV: \_\_\_\_\_ Date: \_\_\_\_\_ PAGE 4

CALLS	To/From:	To/From:
	Phone Number:	Phone Number:
	Date:                      Time: am/pm	Date:                      Time:                      am/pm
CALLS	To/From:	To/From:
	Phone Number:	Phone Number:
	Date:                      Time: am/pm	Date:                      Time:                      am/pm

**Additional Notes:**

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**Columbiana County  
Department of Job & Family Services (CCDJFS)**

7989 Dickey Drive, Suite 2  
Lisbon, Ohio 44432

**Contract Extension II Amendment I**

Date: April 19, 2023

Provider: **Columbiana County Board of Commissioners** with the consent and approval of the **Columbiana County Sheriff**

Program Name: After-hours Support & Crisis Telephone Response Services

CFDA#: 93.667 Title XX

Contract Period: January 1, 2023-December 31, 2023

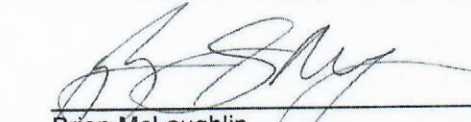
Effective Date: May 1, 2023

Reason: In order to be in compliance with OAC 5101:2-33-26 (E)(2), it is necessary to make the following change to the **Contact Time Frame** section under the **After-hours Service Procedures** on page 3 of Exhibit II of this contract.

Amendment to Exhibit II page 3 as follows:

Contact Time Frames	Change From:	Change To:
	"The on-call worker should be notified <i>as soon as possible</i> after the receipt of an emergency case."	"The on-call worker shall be notified and the Columbiana County Abuse/Neglect Referral Form shall be provided to the on-call worker <i>within an hour</i> of the receipt of a referral."

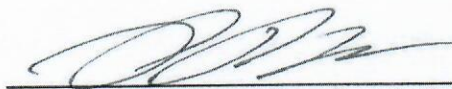
The contract ceiling and all other terms of the contract remain the same.

  
\_\_\_\_\_  
Brian McLaughlin  
Columbiana County Sheriff

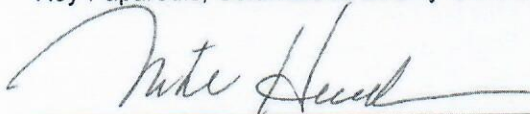
04-24-2023  
Date

  
\_\_\_\_\_  
Rachel Ketterman, Director  
CCDJFS

04-19-2023  
Date

  
\_\_\_\_\_  
Roy Paparodis, Columbiana County Commissioner

4-19-23  
Date

  
\_\_\_\_\_  
Mike Halleck, Columbiana County Commissioner

4-19-23  
Date

  
\_\_\_\_\_  
Tim Weigle, Columbiana County Commissioner

4-19-2023  
Date