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# MEMORANDUM OF UNDERSTANDING

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TO ADDRESS CHILD ABUSE AND NEGLECT



DECEMBER 1, 2023  
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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## **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 the Belmont County Department of Job and Family Services (BCDJFS) 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; Calls made to the agency after hours will be directed to call 911; Staff at the 911 center will take the information and contact the on-call worker; 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. BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

BCDJFS is the lead agency for the investigation of child abuse, neglect, or dependency in Belmont County. BCDJFS 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 BCDJFS as soon as possible or no later than 24 hours for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with BCDJFS in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting BCDJFS in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with BCDJFS on interviews with principals of the case when there are serious criminal implications; Notifying BCDJFS of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to BCDJFS's requests for information regarding the status of the legal action; Providing police record checks for BCDJFS as necessary or requested as permitted by law; Consulting with BCDJFS 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 BCDJFS or appropriate law enforcement agency. The County Prosecutor shall represent BCDJFS 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 BCDJFS 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 BCDJFS 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. BELMONT COUNTY HUMANE 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 BCDJFS or local law enforcement.

**F. CHILDREN'S ADVOCACY CENTER – HARMONY HOUSE**

The Harmony House 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 BCDJFS, law enforcement, and other signatories of this agreement.

**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 BCDJFS 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.

If BCDJFS becomes aware of a mandated reporter who failed to report suspected or known child abuse or neglect, a letter will be sent to the prosecutor's office.

**B. System for receiving reports**

Reports of child abuse or neglect shall be made to BCDJFS or any law enforcement officer with jurisdiction in Belmont County.

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 BCDJFS unless an arrest is made at the time of the report that results in BCDJFS being contacted concerning the alleged incident involving the child.

When BCDJFS screens in a report of child abuse, they 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 BCDJFS screens in a report of child neglect, and an active safety threat is identified within the first seven days of the assessment/investigation, they 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 BCDJFS receives a referral from a mandated reporter who provides their name and contact information, they 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 BCDJFS closes an investigation/assessment reported by a mandated reporter, they 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. BCDJFS's Response Procedure**

When BCDJFS determines that a report is emergent, they 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 BCDJFS identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor shall implement a safety response.

BCDJFS will contact the appropriate law enforcement agency for immediate assistance. If necessary, the Prosecutor's Office will be contacted to obtain an emergency court order.

**2. Law Enforcement Response Procedure**

Law enforcement will provide immediate assistance to the agency when requested during emergency cases.

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

Children who are in need of immediate medical attention will be transported to an emergency room in Belmont County or an adjoining county.

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

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

BCDJFS 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, BCDJFS 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 BCDJFS
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys and their investigative staff
- Harmony House CAC

**G. Standards and procedures for BCDJFS requests for law enforcement assistance**

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

- An exigent circumstance exists.
- BCDJFS has reason to believe that the child is in immediate danger of

serious harm.

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

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

BCDJFS 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.

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

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

In accordance with section 5101:2-36-08 of the OAC, BCDJFS 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.

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

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

BCDJFS is governed by ORC section 307.622 and must have a child fatality review board. The fatality review board meets annually as scheduled by the Belmont County Health Department. The Intake Supervisor of BCDJFS attends this meeting.

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

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

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

BCDJFS 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).

The agency will maintain a list of the following:

Gathering and maintaining current information regarding the name, address, and telephone number of each appropriate health care facility within its jurisdiction.

Identifying and maintaining current data regarding the name, title, and telephone number of each facility's contact person for allegations involving alleged withholding of medically indicated treatment from disabled infants with life-threatening conditions.

Identifying and maintaining the name and chairperson of the appropriate health care facility's review committee, if such a committee exists.

Internal PCSA procedures for intervening in cases involving alleged

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

**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**

The safety of the child is the foremost priority during joint investigations into allegations of a crime against a child. The agency will keep law enforcement informed about necessary actions to keep the child safe so that provisions may be made in the investigative process.

**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 will be reported to the Prosecutor's office.**

**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.**

BCDJFS may receive these reports and will forward the information to the Prosecutor's office.

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

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

Law enforcement shall notify BCDJFS 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.

BCDJFS Children Services Case Managers are duly authorized officers as appointed by the Juvenile Judge in a court entry. This entitles the Case Manager to assume emergency custody of a child without an ex parte order.

### **2. Non-emergency**

Upon receiving a report alleging child abuse, neglect, and/or dependency, BCDJFS 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, BCDJFS 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 BCDJFS 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 BCDJFS 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.

#### **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 BCDJFS 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.

Cross system training may be formal or informal as needed.

#### **V. CONFLICT RESOLUTION**

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

BCDJFS. 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. BCDJFS 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 BCDJFS 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, Harmony House, and other entities are expected to release information to BCDJFS 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 BCDJFS 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 BCDJFS shall then refer this information to the



prosecutor at their discretion.

**VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENT**

This MOU must be retained for a period of at least seven years per the state of Ohio records retention schedule. Please refer to BCDJFS 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 BCDJFS 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, BCDJFS 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. BCDJFS is to submit the MOU to the Board of County Commissioners for review and approval with enough time for any revisions to be made prior to December thirty-first of the year.

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

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

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

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

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

a new or amended MOU.

If any individual serving as a signatory changes mid-term, BCDJFS 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. BCDJFS will notify required members of modifications to the agreement in writing within 14 days.

  
BCDJFS, Jeffery L. Felton, Director  
Is this agency a participating member of the CAC referenced in Section II(F)?

2/7/24  
Date  
 Yes  No

DocuSigned by  
  
179E753BE38F4E3  
Barnesville PD, Chief Rocky Sirianni  
Is this agency a participating member of the CAC referenced in Section II(F)?

1/3/2024  
Date  
 Yes  No

DocuSigned by  
  
5C8F8E8A08C4B1  
Belmont County Sheriff Dept., Sheriff Dave Lucas  
Is this agency a participating member of the CAC referenced in Section II(F)?

1/8/2024  
Date  
 Yes  No

DocuSigned by  
  
3B50B5E2E1A44BA  
Bellaire PD, Chief J.J. Watson  
Is this agency a participating member of the CAC referenced in Section II(F)?

1/5/2024  
Date  
 Yes  No

Belmont PD, Chief Andrew Miller  
Is this agency a participating member of the CAC referenced in Section II(F)?

Date  
 Yes  No

  
Bethesda PD, Chief Christopher Storm  
Is this agency a participating member of the CAC referenced in Section II(F)?

1/29/2024  
Date  
 Yes  No

DocuSigned by  
  
890330542AE74E8  
Bridgeport PD, Chief John Bumba  
Is this agency a participating member of the CAC referenced in Section II(F)?

1/3/2024  
Date  
 Yes  No

DocuSigned by  
  
E2B58631CC2D418  
Martins Ferry PD, Chief Jerry Murphy  
Is this agency a participating member of the CAC referenced in Section II(F)?

1/3/2024  
Date  
 Yes  No

DocuSigned by  
  
73FB21D13887457  
Powhatan PD, Chief James Hunt  
Is this agency a participating member of the CAC referenced in Section II(F)?

1/7/2024  
Date  
 Yes  No

DocuSigned by:  
BCDJFS, Jeffery L. Felton, Director  
Is this agency a participating member of the CAC referenced in Section II(F)?

Date  
 Yes  No

DocuSigned by:  
ROCKY SIRIANNI  
Barnesville PD, Chief Rocky Sirianni  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
 Yes  No

Belmont County Sheriff Dept., Sheriff Dave Lucas  
Is this agency a participating member of the CAC referenced in Section II(F)?

Date  
 Yes  No

DocuSigned by:  
J.J. Watson  
Bellaire PD, Chief J.J. Watson  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/21/2023  
Date  
 Yes  No

DocuSigned by:  
Andrew Miller  
Belmont PD, Chief Andrew Miller  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
 Yes  No

Bethesda PD, Chief Christopher Storm  
Is this agency a participating member of the CAC referenced in Section II(F)?

Date  
 Yes  No

DocuSigned by:  
John Bumba  
Bridgeport PD, Chief John Bumba  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
 Yes  No

DocuSigned by:  
Jerry Murphy  
Martins Ferry PD, Chief Jerry Murphy  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
 Yes  No

DocuSigned by:  
James Hunt  
Powhatan PD, Chief James Hunt  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/27/2023  
Date  
 Yes  No

DocuSigned by:  
Matt Arbenz  
D344E79183DD4DB  
St. Clairsville PD, Chief Matt Arbenz  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
\_X\_ Yes \_No

DocuSigned by:  
Michael Troullos  
BB1E6D04E948404...  
Richland Township Police, Mike Troullos  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
\_X\_ Yes \_No

DocuSigned by:  
DONALD COLLETTE  
73033A70CB55430...  
Shadyside PD, Chief Don Collette  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
\_X\_ Yes \_No

DocuSigned by:  
Kevin Flanagan  
8B05BE0346454A1...  
Belmont County Prosecutor Kevin Flanagan  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/21/2023  
Date  
\_X\_ Yes \_No

DocuSigned by:  
Judge Albert Davies  
D47BAE6330DE45E...  
Belmont Co. Juvenile Court, Judge Albert E. Davies  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/19/2023  
Date  
\_Yes \_X\_ No

DocuSigned by:  
Rita Coyne  
DDD5F34441C547E...  
Harmony House, Director Rita Coyne  
Is this agency a participating member of the CAC referenced in Section II(F)?

12/20/2023  
Date  
\_X\_ Yes \_No

DocuSigned by:  
Julie Larish  
F4F7850B5E0041D...  
Belmont Co. Humane Officer, Julie Larish  
Is this agency a participating member of the CAC referenced in Section II(F)?

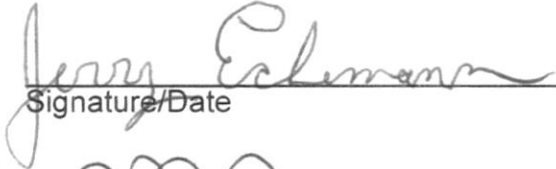
1/17/2024  
Date  
\_Yes \_X\_ No

DocuSigned by:  
Bryan Minder  
2F780F37677B4C6...  
911 Director, Bryan Minder  
Is this agency a participating member of the CAC referenced in Section II(F)?


12/19/2023  
Date  
\_Yes \_X\_ No

IX. Board of County Commissioners

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

 \_\_\_\_\_ 2-14-24  
Signature/Date

 \_\_\_\_\_ 2/14/24  
Signature/Date

 \_\_\_\_\_ 2/14/24  
Signature/Date