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Memorandum of Understanding for Child Abuse and Neglect Investigations 2025

ATHENS COUNTY CHILDREN SERVICES MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT 2025
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Ohio Department of Children and Youth

Athens County Children Services MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT

I. STATEMENT OF PURPOSE

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4220, 2151.4221, 2151.4222, 2151.4223, 2151.4225, 2151.4226, 2151.4228, 2151.4229, 2151.4230, 2151.4231, 2151.4232, 2151.4233, and 2151.4234 of the Ohio Revised Code and rule 5180:3-1-26 of the Ohio Administrative Code. It is an agreement among **Athens County Children Services** (hereinafter PCSA) and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases within **Athens County** (hereinafter county). The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134th Ohio General Assembly. Two primary goals of this MOU are:

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

Throughout the state each 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 sixty (60) days; 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 PCSA is the lead agency for the investigation of child abuse, neglect, or dependency in the county. The PCSA will coordinate and facilitate meetings, establish standards and protocol for joint assessment/investigation with law enforcement, cross-referrals, 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 peace officer, each Chief of the local political subdivisions, and any other law enforcement officers handling child abuse and neglect cases in the county will have responsibility for: taking referrals/reports alleging child abuse and neglect from any source within their respective jurisdiction; Referring reports to the PCSA as soon as possible or within **one hour of receipt of information** for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with the PCSA in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting the PCSA in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with the PCSA on interviews with principals of the case when there are serious criminal implications; Notifying the PCSA of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to the PCSA's requests for information regarding the status of the legal action; Providing police record checks for the PCSA as necessary or requested as permitted by law; Consulting with the PCSA 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 will 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 will report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency. The County Prosecutor will represent the PCSA 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 will prosecute, on behalf of the state, all complaints, suits, and controversies in which the state is a party, except for those needing 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 the PCSA 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 the PCSA 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- Athens County Department of Job and Family Services

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

If the county's Department of Job and Family Services is a separate agency from the PCSA, employees within the county agency are expected to report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency upon receipt; Collaborate with the PCSA 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 PCSA; Promote ongoing communication between the

county's Department of Job and Family Services and the PCSA regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist the PCSA upon request in obtaining case or assistance group information regarding a family when the PCSA is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist the PCSA in obtaining addresses and attempts to locate parents whose whereabouts are unknown, pursuant to OAC 5180:2-33-28; And where applicable and permitted assist the PCSA 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 the PCSA or local law enforcement.

G. CHILDREN'S ADVOCACY CENTER (Needs to be included 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 the PCSA, law enforcement, and other signatories of this agreement.

Athens County Children Services uses Athens County CAC, Nationwide Children's CAC and Ross County CAC. Use of a particular CAC will be on a case-by-case basis, dependent on the best interest of the family.

H. CLERK OF COUNTY COMMON PLEAS COURT (Optional per statute, but benefits to inclusion should be considered per county. If the Clerk signs this MOU, the Clerk will execute all relevant responsibilities as required of officials specified in this MOU.)

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

The Clerk of County Common Pleas Court will collaborate with the PCSA, 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 the PCSA 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, will immediately report knowledge or reasonable cause to suspect the abuse or neglect of a child in accordance with that section. Reports will be made to the PCSA or a law enforcement officer.

The penalty for the failure of a mandated reporter to report any suspected case of child abuse and/or neglect pursuant to ORC section 2151.421 is 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 will be made to the PCSA or any law enforcement officer with jurisdiction in the county. If the PCSA contracts with an outside source to receive after-hour calls, a copy of the signed agreement will be attached to this MOU which indicates that all reports with identifying and demographic information of the reporter and principals will be forwarded to a designated children services worker within an hour of receipt, confidentiality requirements will be met, and how the public is informed of after-hours reporting opportunities.

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

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

(a) Reports may be received 24 hours per day, 7 days per week by telephone according to the following: Monday through Friday, 8:00 a.m. until 4:30 p.m. by calling (740) 592-3061; After 4:30 p.m., Saturday, Sunday, and holidays, by calling 1-740-400-7059. The afterhours number is also given out on the Athens County Children Services answering machine and distributed in training information and Athens County Children Services literature. The caller will reach an Answering Service who will contact the on-call worker(s) within an hour, to fulfill their obligation per contract with Athens County Children Services. Athens County Children Services has three staff on call (screener, responder, supervisor). Investigation of child abuse and neglect reports after the normal business hours will be the responsibility of Athens County Children Services in conjunction with law enforcement.

(b) reports may be received in writing at:
Athens County Children Services
P.O. Box 1046
Athens, Ohio 45701

(c) reports may be made in person at:
Athens County Children Services
18 Stonybrook Drive
Athens, Ohio 45701
*** 8:00 a.m. until 4:30 p.m., Monday through Friday, except legal holidays.**

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

3. Investigate reports received by initiating and completing investigatory activities in a timely manner pursuant to administrative and revised codes.

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 will 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 the PCSA screens in a report of child abuse, the PCSA will 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 the PCSA screens in a report of child neglect, and the PCSA implements a legally authorized out-of-home placement due to neglect within the first seven days of the assessment/investigation, the PCSA will 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 the PCSA receives a referral from a mandated reporter who provides their name and contact information, the PCSA will 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 will 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 the PCSA closes an investigation/assessment reported by a mandated reporter, the PCSA will forward a mandated reporter referral outcome notification to the referent. The notification will be provided in accordance with the mandated reporter's preference. Information shared with the mandated reporter will 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 the PCSA determines that a report is emergent, the PCSA will 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 the PCSA identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor will implement a safety response.

Any report received by Athens County Children Services that is

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

Any report received by Athens County Children Services that is deemed to be a non-emergency will have an assessment initiated by Children Services within 24 hours of receiving the report, or as otherwise provided by the Ohio Administrative Code. The expectation exists that imminent risk of harm to a child would initiate an immediate response from law enforcement.

1. General Guidelines:

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

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

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

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

2. When removal of a child is necessary, such removal will occur: pursuant to a court order; pursuant to the authority of a

law enforcement officer; or, through voluntary agreement with the child's legal custodian for temporary custody of the child.

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

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

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

2. Law Enforcement Response Procedure

(a) Any situation of child abuse, neglect or dependency encountered by law enforcement that is deemed to be an emergency will be reported to Athens County Children Services within 1 hour of the receipt of the information by calling the agency directly.

(b) Law enforcement will assist Athens County Children Services in emergency cases of abuse, neglect or dependency as needed on a case-by-case basis.

3. Children in Need of Medical Attention Special Response Procedures

In the event a child needs emergency medical treatment, the child should be seen at the nearest Emergency Facility.

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

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

The PCSA will follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities 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 the PCSA
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff

G. Standards and procedures for PCSA requests for law enforcement assistance

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

- An exigent circumstance.
- The PCSA has reason to believe that the child is in immediate danger of serious harm.
- The PCSA has reason to believe that the worker is, or will be, in danger of harm.
- The PCSA has reason to believe that a crime is being committed, or has been committed, against a child.
- The PCSA worker needs to conduct a home visit after regular PCSA business hours, and a law enforcement escort is requested as a standard operating procedure.
- The PCSA 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 PCSA has reason to believe the family will challenge the removal.
- The PCSA 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.
- The PCSA 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 the PCSA and the law enforcement agency of jurisdiction.

1. Out-of-Home Care

The PCSA 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 5180:2-1-01 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 their 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.

The PCSA follows the procedures for conducting out-of-home care investigations as described in section 5180:2-36-04 of the OAC.

(a) In cases of this nature, Athens County Children Services will be the primary investigatory agency, and coordinate the investigation with the appropriate law enforcement agency.
(b) Should the case under investigation require an independent investigation (third-party investigation), Athens County Children Services will seek assistance from another PCSA
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and/or refer to appropriate law enforcement office for assistance.
(c) Assessment of the case shall be completed by the secondary and collateral investigators, disposition of the case shall be completed by Athens County Children Services, within 30 days from the receipt of the report of alleged child abuse or neglect.

2. Third-Party Investigations

In accordance with section 5180:2-36-08 of the OAC, the PCSA is to request a third-party in the assessment/investigation for reports of child abuse or neglect where 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 Children and Youth (DCY) 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 DCY 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 DCY or the PCSA as defined in Chapter 5153. of the Revised Code.
- Any authorized person representing DCY 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 DCY 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 is to document in the case record if a conflict of interest is identified.

The PCSA is to request that law enforcement serve as the third party when a report alleges a criminal offense. The PCSA is to request the assistance of a third party within 24 hours of identifying that a conflict of interest exists.

(a) Athens County Children Services will immediately request an independent investigation (third-party investigation) from another PCSA and/or law enforcement agency in the following circumstances:
1. The death of a child allegedly abused or neglected;
2. When a report of alleged child abuse or neglect is received
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involving any person supervised by ACCS, any facility operated by ACCS, any foster home licensed, approved, or certified by ACCS, or any person or agent of Children Services who is providing services for payment or as a volunteer.
(b) Athens County Children Serivices will provide participating investigators with access to its records of the case being investigated.
(c) Assessment of the case shall be completed by the secondary and collateral invesitgators, disposition of the case shall be completed by Athens County Children Services, within 60 days from the receipt of the report of alleged child abuse or neglect.

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

The PCSA is governed by ORC section 307.622 and needs to have a child fatality review board.

In cases of this nature, the appropriate law enforcement office will be the primary investigating agency with Athens County Children Services assuming a collateral role to the extent necessary to fulfill its mandated investigation requirements pursuant to OAC 5180:2-33-14.
Within one hour of receipt of cases of this nature, the caretaker shall contact Athens County Children Services. Athens County Children Services shall contact the parent, guardian/custodian, law enforcement with jurisdiction, Athens County Prosecutor and Athens County Health Department within one hour upon its knowledge of the child's death. When the child's death is the result of suspected child abuse or neglect Athens County Children Services shall follow MOU procedures pursuant to OAC.

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

The PCSA follows rules 5180:2-33-14 and 5180:2-42-89 of the OAC following the death of a child in its custody.

In cases of this nature, the appropriate law enforcement office will be the primary investigating agency with Athens County Children Services assuming a collateral role to the extent necessary to fulfill its mandated investigation requirements pursuant to OAC 5180:2-33-14.
Within one hour of receipt of cases of this nature, the caretaker shall contact Athens County Children Services. Athens County Children Services shall contact the parent, guardian/custodian, law enforcement with jurisdiction, Athens County Prosecutor and Athens County Health Department within one hour upon its knowledge of the child's death. When the child's death is the result of suspected child abuse or neglect Athens County Children Services shall follow MOU procedures pursuant to OAC.

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

The PCSA follows the procedures described in section 5180:2-36-07 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 5180:2-36-07(A)(3)(a-d).

A. Receipt of Referral
1. Upon receipt of a report involving alleged withholding medically indicated treatment from disabled infants with life threatening conditions, Athens County Children Services shall engage in the following activities within one hour of arriving at the screening decision:
(a) Complete face-to-face or telephone contact with the health care facility's administrator, or designee, within one hour from the time the referral was screened in as a report.
(b) The PCSA shall involve a qualified medical consultant within twenty-four hours from the time the referral was screened in as a

report to assist in the evaluation of the disabled infant's medical information, including medical records, obtained during the preliminary medical assessment.
(c) If the PCSA determines the child to be in immediate danger of serious harm, the PCSA shall follow procedures outlined in rule 5180:2-37-02 of the Administrative Code.
(d) The PCSA shall pursue any legal remedies, including the initiation of legal proceedings in a court of competent jurisdiction, to provide medical care or treatment for a child if such care or treatment is necessary to prevent or remedy serious harm to the child or to prevent the withholding of medically indicated treatment
from a disabled infant with a life-threatening condition.
(e) The PCSA shall attempt a face-to-face contact in order to conduct an interview with the alleged disabled infant's parent, guardian, or custodian no later than twenty-four hours from the time the referral was screened in as a report.
B. INVESTIGATION FOLLOW/UP/SERVICES/INTERVENTION
1. When it is determined, based upon completing the investigative activities set forth in the above listed Ohio Administrative Code rules and this MOU, that the disabled infant is a neglected child, Athens County Children Services shall immediately engage in the activities listed in OAC rule 5180:2-36-07.
2. When there is reason to believe, based upon information obtained from the disabled infant's attending physician, that medically indicated treatment is being withheld, Athens County Children Services shall immediately engage in the activities listed in OAC rule 5180:2-36-07.
3. If the parents, guardian or custodian of the disabled infant refuses to consent to appropriate care, and/or when access to medical records is refused, and/or when mandated investigative activities cannot be completed due to lack of cooperation from necessary parties, Athens County Children Services shall immediately request assistance from the Prosecuting Attorney or City Director of Law to obtain a court order to authorize the necessary medical care, gain access to records, or complete investigative activities.

4. Reports and services provided by Athens County Children Services shall comply with the requirements of agency policy, this MOU, and OAC rule 5180:2-36-07.
• Law enforcement agencies, the Prosecutor's Office, the City Director of Law, and the Village Solicitors are to assist ACCS in conducting investigation activities as outlined in the MOU and to
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use the authority of their respective offices, when appropriate, to help assure that the disabled infant receives appropriate physical and medical care.

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

   In cases of this nature, the appropriate law enforcement office will work with Athens County Children Services to the extent necessary to fulfill its mandated investigation requirements pursuant to OAC 5180:2-33-14.

7. Reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent.
   In cases of this nature, the appropriate law enforcement office will work with Athens County Children Services to the extent necessary to fulfill its mandated investigation requirements pursuant to OAC 5180:2-33-14.

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

   In cases of this nature, the appropriate law enforcement office will work with Athens County Children Services to the extent necessary to fulfill its mandated investigation requirements pursuant to OAC 5180:2-33-14.

9. Receiving and responding to reports of missing children involved with the PCSA

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, the following actions will take place:

- When an MOU signatory agency is made aware that a child is missing, they will coordinate with the custodian to report their concerns to the law enforcement agency in the appropriate jurisdiction.
- The law enforcement agency will enter known information into the National Crime Information Center (NCIC) database if the child is in PCSA custody.
- The law enforcement agency will take prompt action upon the report, including, but not limited to, concerted efforts to locate the missing child.
- The law enforcement agency will promptly enter any additional, relevant information into NCIC.
- The law enforcement agency will promptly notify the missing child's parents, parent who is the residential parent and legal custodian, guardian, or legal custodian, or any other person responsible for the care of the missing child, that the child's information was entered into NCIC.
- The PCSA will contact the National Center for Missing and Exploited Children (NCMEC) if the child is in PCSA custody.

Upon request of law enforcement, the PCSA is to provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by the PCSA that may be relevant in the investigation.

All MOU signatory agencies are to notify the PCSA upon learning that a minor child who is alleged to be in the children services system or who is known or suspected to be abused or neglected has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent.

I. Standards and procedures for removing and placing children

1. Emergency

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

An ex parte order may be issued with or without a complaint being filed. Prior to taking the child into custody the judicial fact finder is to 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 need to exist to believe the child's removal is necessary to prevent immediate or threatened physical or emotional harm.

Findings need to 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 is to 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 is to be set for a shelter care hearing within ten days from the filing date.

General Guidelines
(a) Removing a child from his/her home is a traumatic experience for the child and his/her family and should be avoided if possible.
These removals are conducted only for child safety reasons.
(b) Before a child is removed from his/her home reasonable efforts should be made, if possible, to prevent the child's removal.
It is further agreed that Athens County Children Services, and law enforcement, and will consider alternatives to removing the child from his/her home, and will coordinate efforts to implement these alternatives whenever reasonably possible.
(c) If a child must be removed from his/her home, that such removal will be executed in the least disruptive manner to the child and his/her family except when the child's condition or circumstances does not permit a more orderly, planned and coordinated effort.

2. Non-emergency

Upon receiving a report alleging child abuse, neglect, and/or dependency, the PCSA 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, the PCSA is to 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 are to be provided to the parents, guardian, or custodian unless they cannot be found. The same parties are also entitled to notification that a case plan may be prepared, the general requirements, and possible consequences of non-compliance with the case plan.

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

The judicial fact finder is to 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 the PCSA 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 the PCSA 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.

[Insert additional county-specific information if applicable.]

J. [Optional Section(s)]

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

Athens County Children Services will continue to receive and respond to reports of abuse or neglect in the event of a disaster.
Initiating Respond Athens County & any other means of communication
The Primary Administrator will initiate the alert unless an Alternative Administrator is the designee for the situation. All responses will start with ACCS, so that all staff know the alert is directly from ACCS.
ACCS Category + Situation Posture + Location + Directions
Category Definitions
• ACCS Client Safety – An announcement that provides information on a client-to-client concern. Client may display signs of harming, harassing, stalking, endangering and/or pose a significant risk to another client(s)
• ACCS Worker Safety – An announcement that provides information on client-to-worker concern. Client may display signs of harming, harassing, stalking, endangering and/or pose a significant

risk to a SPECIFIC ACCS member.
• ACCS General Safety – An announcement that provides information on client-to-agency
concern. Client may display signs of harming, harassing, stalking, endangering and/or pose a significant risk to ANY ACCS or community member.
• ACCS Weather – An announcement that provides information on weather.
• ACCS Service Unit / Facility / Equipment – An announcement that provides information regarding a service unit and/or building and/or equipment concern.
• ACCS Medical - An announcement that provides information on the wellbeing of an individual(s) situation. The announcement is limited by HIPPA, however the message seek medical attention. Ambulance is on campus
• ACCS Biohazard - An announcement that provides information about a biological substance that poses a threat.
Situation Posture Definitions
• Update – An announcement to provide further information and more detail to an already existing concern.
• Notice – An announcement to provide an awareness to a general or specific concern. Precautionary measures including observing, monitoring and being attentive are critical.
• Alert - An announcement that provides information on a specific concern and heightened awareness is required. The concern may be time sensitive and/or there is reasonable probability of the concern taking place.
• Directive – An announcement to provide specific safety instructions based the most current information. The instructions can include, securing buildings for entry only, securing building for entry and exit, and/or building specific instructions. Directives such as evacuate or avoid area may be utilized
• Emergency – An announcement that identifies a specific threat, the threat is imminent or already taking place and A.L.I.C.E. protocol shall be in place. This safety concern is the most severe risk level and should only be used in a life-threating situation.
• Suspended – An announcement that provides information on a current concern that is now substantially decreased or concluded. The situation is now reset to standard operating procedure.
• Test-Only – An announcement that is made for testing protocol and instructions. NO SAFETY CONCERN is taking place. This is to be utilized only for testing internal protocol, such as tornado drill, fire drill or any other drill.
Location Definitions:
When a concern is announced the location(s) of threat shall be described. Locations can include a single building, multiple buildings, ACCS (agency campus), regional training center, Athens City, Athens County or any other particular location(s). Agency

building numbers shall be used if the concern is isolated to an individual building.
Direction Definitions:
• Be Aware - Be knowledgeable, recognize, and understand the situation, so that if a concern exists you can inform and take reasonable actions.
• Use Caution – Beyond understanding the situation, it is essential to avoid danger and proceed with discretion, so that if a concern exists you can limit your exposure to any harm.
• Evacuate – Remove yourself from the situation, concern, building, campus, city or county limits. Evacuation messages shall be specific in where to assemble. This may be a parking lot, the library, regional training center or any other location deemed safe.
• Controlled Access – Lock the building, the message shall be specific to building(s) that may be in concern. The message shall inform staff if movement in and out of building(s) is permissible.
• First Responders Needed - Help is desired, this message may be used if there is a confrontational or aggressive client(s). This message also may be used for a CPR/First Aid situation. Individuals responding must be certified in CPR/First Aid and/or have had de-escalation training.
• Take Shelter - Move to a secure location, this may be used for a tornado situation. This message may be used for a threating situation, in which sheltering in location with a locking mechanism (ie. bathroom, office, closet).
• Work Delay - The message shall be for a specific duration. If there is a 2-hour weather delay this shall be communicated.
• Do Not Report to Work- Do not report to work. The message shall be for a specific duration. If there is an elevated safety situation the communication shall indicate the expected duration of not reporting to work.

Deserted Child/Safe Haven:

Pursuant to OAC 51801:2-36-06, A public children services agency (PCSA) is to conduct a deserted child/safe haven assessment/investigation if all of the following apply to the child subject of the report:
(1) The child is fewer than thirty-one days old.
(2) The child was voluntarily left by the child's parent in the care of an emergency medical service worker, peace officer, peace officer support employee, or hospital employee.
(3) The child was left and the child's parent(s) did not express an intention to return for the child.
The PCSA is to contact the following agencies and determine if a child matching the description of the child subject of the report has been reported missing:
(1) Local law enforcement.
(2) Ohio's missing children's information clearinghouse

(https://www.ohioattorneygeneral.gov/missingkids).
(3) National center for missing and exploited children (https://www.missingkids.org).

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 the PCSA as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

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

V. CONFLICT RESOLUTION

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

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable, this MOU is to 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 the PCSA. Every effort will be made to take into account other signatories' requests and concerns relating to services.

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

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

Each agency will make a concerted effort to help the other with joint interviews, investigations, evidence collection, information sharing, and fact-finding. Each agency will not hinder or interfere with the express duties of another and will do their best to cooperate and collaborate with the other county partners.

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 will not be released to the public for use and will 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 the PCSA 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, including any appropriate military authority or any agency providing prevention services, that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, and other entities are expected to release information to the PCSA for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

Each report of alleged child abuse and neglect is confidential. The identity of the reporter is protected by law. Any release of information contained in these reports shall be only in accordance with provision made in the Ohio Revised and Administrative Codes. The confidentiality provisions of this MOU will survive the expiration or termination of this agreement.

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 5180:2-33-21 and in accordance with the procedures outlined in OAC section 5180:2-33-21. 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 the PCSA 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 the PCSA will then refer this information to the prosecutor or city director of law at their discretion.

VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS

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

Consultation among the signatories may be done in person, whenever practicable. When an in-person meeting is not practicable 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 the PCSA is seeking consultation with a signer of this MOU regarding an active referral of child abuse and/or neglect and has met in person or spoken with another signer, the PCSA 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 are to 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. The PCSA 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 will 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 will not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person pursuant to section 2151.4223 of the Revised Code.

This MOU will be governed by and construed in accordance with applicable state and federal laws and regulations. Any identified or listed citations to Ohio Administrative Code revised during the implementation of this MOU are to defer to the current finalized codification. In the event any other portion of this MOU is inconsistent with state or federal law, that portion will be without effect as if stricken from the document and the remaining portion will remain in full force and effect.

VIII. SIGNATURES OF EACH PARTICIPATING AGENCY

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU **on Monday, September 15th, 2025 at 7990 Dairy Lane Athens, Ohio 45701**.

If any individual serving as a signatory changes mid-term, the PCSA is to provide the new required member with the current MOU. The new member remains bound by the most recently approved version of the MOU. Their signature is to be obtained.

If the PCSA participated in the execution of a memorandum under section 2151.426 of the Revised Code establishing a CAC, each participating member of the CAC is a required signatory on this MOU.

A required member to this agreement may terminate their involvement in the MOU for good cause upon giving reasonable written notice to the other required members in this MOU. **Unilateral Termination: Upon thirty days written notice to the other parties, any party may terminate this Agreement This Agreement may be amended only by a writing signed by all parties; however, it is agreed by the PROVIDER that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by all parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.**

The MOU may be signed in person or electronically.

Athens County Memorandum of Understanding
for Child Abuse and Neglect Investigation

9/15/25 Honorable Zachary Saunders — Date Athens County Juvenile Court Judge Is the agency a participating member of the CAC referenced in Section II G.? ✓ YES ___ NO	W. Otis Crockrm, Jr, Executive Director — Date Athens County Children Services Is the agency a participating member of the CAC referenced in Section II G.? ✓ YES ___ NO
Rodney Smith, Sheriff — Date Athens County Sheriff's Office Is the agency a participating member of the CAC referenced in Section II G.? ✓ YES ___ NO	12/12/25 Keller Blackburn, Prosecutor — Date Athens County Prosecutors Office Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ YES ___ NO
Jeff Demosky, Director — Date Athens County Dept. Job & Family Services Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ✓ YES ___ NO	Kevin Davis 11/6/2025 4B13944200242A... Kevin Davis, Superintendent — Date Athens County Board of Development Disabilities Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ YES ___ NO
Teresa Fouts-Imler 11/13/2025 ED868B7838A4454... Teresa Fouts-Imler, Director — Date Athens County 911 Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ YES ___ NO	Candy Russell 11/6/2025 B8B9D1A700C473... Candy Russell, Clerk of Courts — Date Athens County Clerk of Courts Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ YES ___ NO
Ryan Gillette 11/6/2025 A7B014FDB7A0... Ryan Gillette, Dog Warden — Date Athens Count Dog Shelter Is the agency a participating member of the CAC referenced in Section II G. Signed by: ___ YES ___ NO	Nick Magruder 11/6/2025 DFC3C6B3700E4FC... Tom Pyle, Chief Nick Magruder — Date Athens City Police Department Is the agency a participating member of the CAC referenced in Section II G. ___ YES ___ NO
Devon Tolliver 11/6/2025 31372F4BB7B3404... Devon Tolliver — Date Nelsonville Police Department Is the agency a participating member of the CAC referenced in Section II G.? Signed by: X YES ___ NO	Position not filled at time of agreement Travis Whitmore, Marshall — Date Albany Police Department Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ NO
Scott Liskey 11/6/2025 422B1A06013CB435... Scott Liskey, Chief — Date Glouser Polic Department Is the agency a participating member of the CAC referenced in Section II G.? ___ YES ___ NO	Scott Miller 12/11/2025 D6FAE51791EA4DC... Scott Miller, Chief — Date Amesville Police Department Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ YES ___ NO
9.15.25 Andrew Powers, Chief — Date Ohio University Campus Police Department Is the agency a participating member of the CAC referenced in Section II G.? ___ YES ___ NO	11/6/2025 2C2AF34FFB9843F... Troy Smith — Date Coolville Police Department Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ YES ___ NO
9-15-25 Tara Huffman, Director — Date CASA/GAL Is the agency a participating member of the CAC referenced in Section II G.? ___ YES ___ NO	Madison Trace 11/5/2025 8F30E4301062427... Sarah Gerlach Madison Trace — Date Athens County Childrens Advocacy Center Is the agency a participating member of the CAC referenced in Section II G.? Signed by: ___ YES ___ NO
9-15-25 Rhiannon Gill — Date Ross County Childrens Advocacy Center Is the agency a participating member of the CAC referenced in Section II G.? ✓ YES ___ NO	Kamilah Twymon 11/12/2025 B093BBB398F24E8... Sarah Gerlach Kamilah Twymon — Date Nationwide Childrens Hospital Childrens Advocacy Center Is the agency a participating member of the CAC referenced in Section II G.? ___ YES ___ NO

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

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

Date:
Agency, Name, Title:

Reason the individual refused to sign:

Date:
Agency, Name, Title:

Reason the individual refused to sign:

Date:
Agency, Name, Title:

Reason the individual refused to sign:

X. Board of County Commissioners

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

_____

County Commissioners Signature and Date/Resolution/Vote

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

ATTACHMENTS- Pg. 30

CONTRACT TO PURCHASE SERVICES
ACCS & ACSO

Agreement Number 2023-0001

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

PURPOSE FOR AGREEMENT

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

ARTICLE I - DELIVERABLES

A. **Obligations:**

Sheriff agrees to:

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

ACCS agrees to:

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

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

B. **Instructions to Sheriff:** ACCS may, from time to time as it deems appropriate, communicate specific instructions and requests to the Sheriff concerning the performance of the work described in this Contract. Upon such notice, and within ten (10) days after receipt of instructions, the Sheriff agrees to comply with such instructions and fulfill such requests to the satisfaction of ACCS. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract and are not intended to amend or alter this Contract or any part thereof. All such instructions and requests will be communicated to the Sheriff by the Contract Manager.

C. **Ownership of Contract Products:** The Deliverables provided by Sheriff under this Contract and any item produced under this Contract or with funds hereunder, including, but not limited to, any documents, data, photographs and negatives, electronic reports/records, or other media, or any software and executables are the property of Sheriff as law enforcement records. Those items that are necessary for ACCS to use to carry out its functions shall be shared with ACCS.

ARTICLE II - TIME OF PERFORMANCE

A. **Time Period of Agreement:** This Contract shall be effective beginning on January 1, 2023, up to and including December 31, 2025, unless otherwise terminated.

B. **Time of Enforceability:** This Contract will not be valid or enforceable until it is signed by the ACCS Executive Director and Sheriff. Signed originals of this contract shall be provided to all parties.

ARTICLE III - COMPENSATION FOR SERVICES

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

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

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

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

B. **Clothing Allowance:** ACCS will pay a maximum annual amount of $600.00 (Six Hundred Dollars and Zero Cents), per deputy, to Sheriff for approved clothing purchases. The sum shall be paid as set forth in section C below.

C. **Monthly or Quarterly Invoices:** Sheriff will render written, monthly or quarterly, detailed invoices on the first of the month for the previous increment of work not to exceed 3 months to the Contract Manager for the actual cost of work not to include overtime. Invoices shall be sent via email to the following address: ***Athens_Fiscal_PCSA@jfs.ohio.gov***.

D. **Required Invoice Information:** The invoices must contain the following information:

1. Sheriff's name and address;
2. Amount of billing;

3. The number of pay days within each month;
4. Contract number and date;
5. Purpose of the billing; and
6. Federal Tax I.D. number.

E. **External Contract Funding:** Sheriff understands that compensation under this Contract may be based in whole or in part upon funding sources external to Athens County Children Services (e.g. Federal funding). Should the external source of the funding be terminated for reasons beyond the control of ACCS, this contract shall terminate as of the date the funding expires without further obligation of ACCS. Should the external funding be reduced for reasons beyond the control of ACCS, this Contract may be reformed by ACCS to reflect the reduction. If Sheriff does not want to reform the Contract after a funding reduction, the Contract will be terminated as of the time of the funding reduction without further obligation on the part of ACCS.

F. **Method of Payment:** ACCS will pay Sheriff on or before the first day of the next month after the Sheriff's invoice is received.

G. **Reimbursement for Overpayment and Duplicate Billing:** Sheriff shall reimburse ACCS for any overpayment made by ACCS to Sheriff. Sheriff warrants to ACCS that claims made to ACCS for payment of purchased services shall be for actual services rendered and do not duplicate claims made by Sheriff to other sources of funds for the same service, and that Sheriff will reimburse ACCS the amount of payment made by ACCS for any such duplicate billings.

H. **Funding for Training:** ACCS will pay the entire cost of any approved training that an FVI attends.

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

A. **Unilateral Termination:** Upon thirty days written notice to the other party, either party may terminate this Contract.

B. **Termination for Breach or Default:** Notwithstanding ARTICLE IV, Section A, ACCS may suspend or terminate this Contract immediately upon delivery of written notice to Sheriff if ACCS has discovered any illegal conduct on the part of Sheriff, any violation of ARTICLE VIII of the Contract, or loss of funding as set forth in ARTICLE III, Section D.

C. **Other Termination:** Failure to follow contract related state, federal or local laws and regulations shall result in the immediate termination of this Contract. Sheriff shall immediately notify ACCS of any changes that would affect Sheriff's ability to provide services as outlined in this Contract.

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

E. **Compensation upon Termination:** In the event of suspension or termination under ARTICLE III Section D or ARTICLE IV, Sheriff will be entitled to compensation upon submission of a proper invoice, for the work performed prior to receiving the termination or suspension notice, which will be calculated by ACCS based on the rate set forth in ARTICLE III, less any funds previously paid by or on behalf of ACCS or in the case of services for which the Sheriff charges a flat rate, based on a reasonable percentage of the total services performed, as determined by ACCS, less any funds previously paid by or on behalf of ACCS. ACCS is not liable for any further claims, and the claims submitted by Sheriff are not to exceed the total amount of consideration stated in this Contract.

F. **Remedies for Breach or Default:** Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, ACCS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ACCS retains the right to exercise all remedies hereinabove mentioned, or available to it under law.

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

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

1. Notice to ACCS:

W. Otis Crockron, Jr. , Executive Director, Athens County Children Services
P.O. Box 1046
Athens, Ohio 45701

2. Notice to Sheriff:

Rodney Smith, Athens County Sheriff, Athens County Sheriff's Office
13 West Washington St
Athens, Ohio 45701

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

ARTICLE V - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE VI - RECORDS RETENTION/INSPECTION REQUIREMENTS; CONFIDENTIALITY

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

1. **Confidentiality of ACCS Information:** All ACCS information which, under the laws of the State of Ohio or under federal law, is classified as public or private, will be treated as such by Sheriff. Where there is a question as to whether information is public or private, the Athens County Prosecutor will make the final determination.

2. **Confidentiality of Sheriff Information:** All Sheriff Information which is confidential under law will be held to be strictly confidential by ACCS.

B. **Record Keeping:** Sheriff shall maintain books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this CONTRACT. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and ACCS personnel. Such records shall also be subject to inspection by the individual or entity making any audit required or performed as provided by law or regulation.

C. **Document Retention:** Sheriff shall retain and preserve all financial documentation and all other records regarding this Contract including, but not limited to, any documentation used in the administration of the Contract, in its possession for a period of seven years from the date of the last submitted invoice (retention period). If an audit, litigation, or other action involving the records is initiated during the retention period, the records must be retained until all issues arising out of the action are resolved or until the end of the retention period, whichever is later.

D. **Accessibility to Contract Documents:** Sheriff grants to ACCS, state and federal authorities or any auditor appointed by any of them, access, at all reasonable times, to any books, documents, papers, facilities, and records pertinent to this Contract.

E. **State and Federal Audit Exceptions:** Sheriff shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this Contract.

F. **Independent Audit:** If Sheriff conducts an independent audit of expenditures or other related components of the program subject to this Contract or both, Sheriff shall make copies of the audit available to ACCS. Sheriff shall notify ACCS of any other review, audit or monitoring and make available to ACCS copies of any report resulting from such audit, review, or monitoring upon ACCS' request. ACCS may Sheriff to provide an independent audit of expenditures or other related components of the program subject to this Contract, or both, if ACCS has evidence of misuse or improper accounting of funds.

ARTICLE VII – ASSIGNED FAMILY VIOLENCE INVESTIGATOR

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

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

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

ARTICLE VIII - SPECIAL CERTIFICATION MADE BY SHERIFF

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX - CONSTRUCTION; MISCELLANEOUS

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

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

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

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

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

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

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

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

I. **Equipment Disposal:** Under this Contract, equipment is defined as an article of non-expendable, tangible personal property costing more than one thousand and no one- hundredths dollars, that has a life expectancy of

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

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

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

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

DocuSigned by:
Lenny Eliason
01FE7654B37A407...
Signature & Name

1/30/2023
Date

Prepared and Approved By:

Keller J. Blackburn (WCW)
Keller Blackburn, Athens County Prosecuting Attorney

1/26/23
Date

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

Jill ~~Thompson~~ DAVIDSON, Athens County Auditor

1/31/2023
Date

Athens County Children Services:

W. Otis Crockron Jr., Executive Director

2-1-2023
Date

Athens County Sheriff's Office:

Rodney Smith
Rodney Smith, Athens County Sheriff

2/21/23
Date

Contract Deliverables

Exhibit A

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

Department: Sheriff's Office (ACSO)

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

Prepared Date: 12/23/2022

Regular Hours (Time Block):

7:00am-4:30pm (Between Two Deputies)

SUMMARY

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

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

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES

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

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

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

QUALIFICATIONS

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

EDUCATION and/or EXPERIENCE

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

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

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

PHYSICAL DEMANDS

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

MUST MEET FITNESS FOR DUTY REQUIREMENTS TO INCLUDE:

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

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

WORK ENVIRONMENT

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

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

Docusign Envelope ID: 47D48CD8-EF13-4ED1-80C0-FE30CDE97BE3

AUTHENTICATED,
OHIO LEGISLATIVE SERVICE
COMMISSION
DOCUMENT #333930

Ohio Administrative Code

Rule 5180:2-36-06 PCSA requirements for a deserted child assessment/investigation.

Effective: September 1, 2024

(A) A public children services agency (PCSA) is to conduct a deserted child/safe haven assessment/investigation if all of the following apply to the child subject of the report:

(1) The child is fewer than thirty-one days old.

(2) The child was voluntarily left by the child's parent in the care of an emergency medical service worker, peace officer, peace officer support employee, or hospital employee.

(3) The child was left and the child's parent(s) did not express an intention to return for the child.

(B) The PCSA is to initiate the screened in deserted child/safe haven report by:

(1) Attempting face-to-face contact with the child subject of the report within twenty-four hours from the time the referral was screened in; or

(2) Obtaining information regarding the child subject of the report's current condition and safety via face-to-face, virtual, or telephone contact with the hospital staff member providing care for the infant.

(C) The PCSA is to contact the individual who originally took possession of the child and obtain:

(1) The date and time the child subject of the report was left with the individual.

(2) All information regarding the child left by the parent(s).

(3) The JFS 01672 "Voluntary Medical History For Safe Havens" form, if completed by the child's parent(s).

Page 2

(4) All clothing and articles left with the child.

(D) The PCSA is to accept emergency temporary custody of the child subject of the report.

(E) If the child subject of the report is not left at a hospital, the PCSA is to transport, or arrange for

transportation of the child to the nearest appropriate hospital emergency department within twenty-four hours.

(F) The PCSA is to obtain the medical examination report from the physician.

(G) The PCSA is to screen in a report of child abuse and/or neglect if any of the following occur during the assessment/investigation of a deserted child/safe haven child:

(1) The child's condition reasonably indicates abuse and/or neglect, including the following:

(a) An infant identified as a substance affected infant as defined in rule 5101:2-1-01 of the Administrative Code.

(b) An infant diagnosed with a fetal alcohol spectrum disorder.

(2) The PCSA determines that someone other than the parent delivered the child subject of the report to the care of an emergency medical service worker, peace officer, peace officer support employee, or hospital employee.

(3) The child subject of the report is determined to be more than thirty days old at the time the child was delivered to the care of an emergency medical service worker, peace officer, peace officer support employee, or hospital employee.

(H) The PCSA is to place the child subject of the report in substitute care pursuant to rule 5101:2-42-04 of the Administrative Code and provide a copy of the medical examination report to the caregiver.

(I) The PCSA is to contact the following agencies and determine if a child matching the description

of the child subject of the report has been reported missing:

(1) Local law enforcement.

(2) Ohio's missing children's information clearinghouse (https://www.ohioattorneygeneral.gov/missingkids).

(3) National center for missing and exploited children (https://www.missingkids.org).

(J) The PCSA is to complete activities to obtain a birth certificate and a social security card for the child subject of the report.

(K) The PCSA is to complete the deserted child/safe haven assessment/investigation no later than sixty days from the date the referral was screened in.

(L) The assessment/investigation documentation and any materials obtained as a result of the assessment/investigation are to be maintained in the case record.

MEMORANDUM OF UNDERSTANDING
FOR THE CENTER FOR FAMILY SAFETY AND HEALING

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is entered into as of January 22, 2025 ("the Effective Date") for the purpose of establishing general guidelines that will be adhered to by organizations collaborating with The Center for Family Safety and Healing in Athens County, Ohio. This MOU is entered into by and between the following parties: The Center for Family Safety and Healing ("The Center"), located at 655 East Livingston Ave., Columbus, Ohio 43205;

Survivor Advocacy Outreach Program (SAOP) located at 145 Columbus Road, 1st Floor Athens, Ohio 45701;

Athens County Sheriff's Department located at 13 West Washington Street, Athens, Ohio 45701;

Athens City Police Department located at 11 N. College Street, Athens, Ohio 45701;

Athens County Children Services located at P.O. Box 1046, Athens, Ohio 45701;

Athens County Prosecutor's Office located at 1 South Court Street, 1st Floor, Athens, Ohio 45701;

CASA/GAL located at 1 South Court Street, Athens, Ohio 45701; and

Hopewell Health Centers located at 141 Columbus Road, Athens, Ohio 45701.

The above parties shall be referred to in this Agreement individually as "Collaborator" and collectively as "Collaborators."

RECITALS

WHEREAS, the mission of The Center is to break the cycle of family violence, including child maltreatment, teens and young adult relationship abuse, domestic violence, and elder abuse, through the advocacy, prevention, intervention, treatment and research of family violence by integrating comprehensive services through community interdisciplinary collaboration and evidence-based practices ("the Mission"); and

WHEREAS, the Collaborators desire to collaborate with one another in order to promote a multi-disciplinary collaborative that unifies the community's effort to reduce the emotional trauma caused by the investigative process, promote healing for family violence victims and their families, and facilitate prosecution of those individuals who perpetrate crimes involving family violence;

WHEREAS Athens Child Advocacy Center wishes to expand its services to forensic interviews and clinic services; and

WHEREAS, this interdisciplinary approach brings health and safety together with the primary goal of providing culturally sensitive care and protecting persons affected by family

violence while assisting the community in holding the perpetrators accountable.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Collaborators agree as follows:

1. The purpose and aims of the Collaborators are as follows (collectively "the Objectives"):

   a. To reduce trauma suffered by victims of family violence that results from multiple interviews regarding their sexual or serious physical abuse situation;

   b. To expedite the victim's physical recovery and emotional healing;

   c. To provide therapy services for victims of family violence and their families;

   d. To increase the effectiveness of investigations and prosecutions involving victims of family violence;

   e. To prevent further victimization of children and other victims of family violence;

   f. To continue the development of a Child Advocacy Center in Athens County ("the Child Advocacy Center"), which is designed to facilitate the prevention, assessment, investigation, and treatment of child abuse;

   g. To establish a leadership structure responsible for creating and maintaining a coordinated, committed and trauma-informed community response to family violence;

   h. To provide improvement to programs and services through service integration, coordination and collaboration with community agencies, thus reducing fragmentation;

   i. To enhance advocacy for all individuals who experience family violence;

   j. To broaden the scope of research across family violence.

2. In furtherance of the Objectives, the Collaborators agree to engage in the following efforts in order to provide a collaborative and effective approach to addressing family violence issues:

   a. To support the concept, philosophy, and practice of a multidisciplinary team approach to prevention, intervention and treatment of family violence. It is also acknowledged that this multidisciplinary team approach will serve to enhance the individual efforts of the Collaborators.

   b. To establish a safe, family and child friendly environment at The Center that meets the needs of and reflects the culture of the involved community.

   c. To acknowledge that all personnel who work as representatives of The Center, regardless of which Collaborator they work for, will provide information for background checks. Those background checks may include child protective services dispositional statements and criminal justice

background checks. All background checks will be conducted within the mandates of any Collaborator bargaining unit contracts.

d. To develop and implement a comprehensive protocol of operation, a copy of which is attached as Exhibit A ("the Protocol") that will specify and delineate the roles and responsibilities for each Collaborator or other organization that is part of the multidisciplinary team housed within the Child Advocacy Center.

e. To acknowledge that occasional exceptions to these roles may be necessary, and at such times, exceptions will be granted with the agreement of all parties involved. It is acknowledged that the Protocol (Exhibit A) will develop and change over time. All Collaborators will continue to participate in the development of a comprehensive multi- disciplinary team approach to the investigation, assessment, protection, referral for prosecution, and treatment of child sexual abuse and other forms of child abuse.

f. To develop and implement a Protocol (Exhibit A) for a coordinated approach to team- based investigations, case staffings, case follow-up, and data collection for all cases of child sexual and other forms of child abuse that are subjected to investigation, assessment, protection, referral for prosecution, and treatment at the Child Advocacy Center and other programs from The Collaborators.

g. To acknowledge that each Collaborator must work within its organizational mandates and policies. Nothing contained herein supersedes the statutes, rules, and regulations governing each Collaborator. To the extent that any provision of this MOU is inconsistent with such statute, rule, or regulation, the statute, rule, or regulation shall prevail.

h. To agree that after initial training is conducted, each Collaborator will ensure that any new staff assigned to Athens Child Advocacy Center will receive orientation for new staff.

i. To acknowledge that all personnel who work in collaboration with The Center, regardless of which Collaborator they work for, will maintain licensure, accreditation, and other relevant certification to his or her profession so that he or she is always in good standing with local, state, and national boards. Further, all who work in collaboration with The Center, regardless of their Collaborator affiliation, will notify The Center's Vice President and SAOP's Executive Director immediately upon learning of any investigation into their licensure or other relevant accreditation or certification.

j. To acknowledge that other agencies may become parties of this MOU, whether housed at The Center or not, so long as they agree to follow the guidelines and provisions as outlined in this MOU and the Protocol (Exhibit A).

k. To acknowledge that The Center will also undertake prevention, training, education, and research regarding child abuse and family violence. This work will focus on local, state, and national activities. These efforts will be continually evaluated to ensure quality services are provided by The Center. All participating Collaborators may also participate in research conducted by Nationwide Children's Hospital. In order to do so, participating Collaborators must agree to meet policies and

procedures established by applicable Research or Institutional Review Board Committees (i.e. Human Subjects).

l. To acknowledge that The Center will pursue and implement best practices for linkages between child abuse and other types of family violence.

3. As appropriate, the Collaborators will work with other community organizations to achieve the Collaborative Objectives.

4. The Collaborators will participate in the following committees:

a. Partner Executive Council: The Collaborators will participate in a Partner Executive Council that will meet at least quarterly and be comprised of at least one representative from each Collaborator who has the authority to make decisions on behalf of such Collaborator. The Partner Executive Council will also be comprised of such other individuals from other collaborating organizations that the Collaborators agree to have as members of the Partner Executive Council. The Partner Executive Council will determine how the Collaborative will operate, oversee the Collaborative's progress toward Collaborative Objectives, and address policy issues that impact the Objectives.

b. Sub-Committees: The Partner Executive Council may create sub-committees it deems necessary to accomplish the Collaborative Objectives. Each sub-committee will have varying representation from the Collaborators depending on the purpose of the sub- committee. Each sub-committee shall appoint a Chair from among its members who shall be responsible to organize and conduct the sub-committee meetings and who will coordinate the activities of the sub-committee.

c. Services Committee: The first Sub-Committee established by the Partner Executive Council is the Services Committee. The Services Committee shall meet at least quarterly and be comprised of managers from each Collaborator. The purpose of the Services Committee will be to manage issues related to the day-to-day operations of each Collaborator as such operations relate to meeting the Objectives.

5. Notwithstanding anything to the contrary, no Collaborator shall have the right to use the name or service marks of any other Collaborator for any advertising or marketing purpose without the express prior written consent of the Collaborator's name that is proposed to be used. All public announcements related to the Collaborative will be made jointly.

6. Each Collaborator hereby agrees that it and its respective personnel shall comply with the applicable governmental and legal requirements, including but not limited to, FDA, OSHA, civil rights law, Ohio Department of Health, and federal and state privacy and security rules.

7. Each party shall maintain the confidentiality of any information provided to it by the other party that is identified as confidential or can reasonably be regarded as confidential and shall take precautions that are at least as protective of its own information to prevent the unauthorized disclosure or use of such confidential information. Confidential Information shall include but not be limited to any patient information, any information relating to the family violence cases addressed by one of more of the Collaborators under this Agreement, any data collected by a

Collaborator in relation to the activities under this Agreement and disclosed to one or more of the other Collaborators, and the terms of this Agreement. The obligations of this section shall not apply (i) to any disclosure required by law (provided that the receiving party first notify the disclosing party), (ii) to information that is now or subsequently becomes generally available to the public through no fault or omission of the receiving party, (iii) to information that is known to the receiving party at the time of disclosure as shown by its prior written records, (iv) if information is provided on a non- confidential basis to the receiving party by a third party with the legal right to do so, or (v) information that is independently developed by the receiving party without the use of the Confidential Information as evidenced by written documentation. Upon termination of this Agreement for any reason, each party shall cease all use of any of the other party's Confidential Information (except those disclosures required by law). Any use or disclosure of the Confidential Information by the receiving party in violation of this Agreement (except those disclosures required by law) may be harmful to the disclosing party. In the event of any such breach (except for those disclosures required by law), the disclosing party may be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach (which shall not be the exclusive remedy for breach of this section). The terms of this Section shall survive the termination or expiration of this Agreement.

8. Notwithstanding anything to the contrary in this Agreement, each party will own any data it collects in relation to the activities under this Agreement. If such party discloses the data to any other party, such data may be used by the receiving party for internal research, education, and quality improvement purposes only, unless otherwise agreed to by the disclosing party in writing.

9. To the extent any information is disclosed by one party ("the Disclosing Party") to one or more of the other parties (each a "Receiving Party") related to the quality of care provided by the Disclosing Party, such information shall be utilized by the Receiving Party solely for peer review purposes and shall at all times be maintained and reviewed under the auspices of an appropriate peer review committee. The parties expressly intend to preserve all applicable privileges relating to such quality-of-care information, including but not limited to Ohio's peer review privilege codified at ORC 2305.25 et seq., and by disclosing information under this section to the Receiving Party, the Disclosing Party is not waiving any applicable privilege. Any information disclosed under this section to a Receiving Party must be kept confidential in accordance with Section 8.

10. **Term and Termination.**

a. The initial term of this MOU shall begin on the Effective Date and shall continue for twelve (12) months thereafter ("Initial Term"). The Initial Tenn shall be extended automatically for one or more periods of twelve (12) months (each an "Extension Tenn"), unless notice in writing to terminate is given by a party not less than sixty (60) days before the end of the Initial Term or any Extension Tenn.

b. In addition to the provisions or termination set forth in Section 10.a., this Agreement may be terminated as set forth below:

i. by the mutual consent of the parties;

ii. by any party in the event of a material breach by any other party of any provision under this

Agreement which breach has not been cured, or cannot be cured, within thirty (30) days after written notice thereof; or

iii. by any party, but only with respect to such party, without cause upon sixty (60) days written notice to the other parties.

iv. In the event any federal or state law, rule or regulation, or any interpretation thereof, at any time during the Initial or any Extension Term of this Agreement, is modified, implemented, or determined to prohibit, restrict or change a portion of this Agreement which materially adversely affects the ability of any party to operate on terms at least as favorable as those reasonably attributable as of the Effective Date, then the parties to this Agreement shall negotiate in good faith to amend this Agreement accordingly. If this Agreement is not amended in writing prior to the effective date of the aforementioned change, this Agreement may be terminated by whichever party is adversely affected upon thirty (30) days prior written notice to the other parties.

11. Each party acknowledges that it has a substantial investment in its respective employees and consultants. In consideration of this investment, each party agrees that, except as otherwise agreed to in writing, during the term of this Agreement, no party may solicit for employment, any employee, agent, or consultant of any other party who is providing services related to this Agreement, whether directly or through another company or Collaborator. The preceding sentence does not, however, prohibit either party from: (i) soliciting employment by placement of general advertisements for employees in newspapers or other media of general circulation which are not specifically directed at the employees of the other party (or any hiring resulting therefrom); (ii) soliciting persons identified through employment search firms that have not been specifically directed at the employees of the other party (or any hiring resulting therefrom); or, (iii) soliciting or hiring any such person who contacts such party on his or her own initiative without any prior solicitation (other than solicitations of the type contemplated by the preceding clauses).

12. Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement. No indemnification for any loss, claim, damage or liability is intended or provided by any party under this agreement. The terms of this section shall survive the expiration or termination of this Agreement.

13. The Collaborators agree that the benefits to each Collaborator under this MOU do not require, are not payment for, and are not in any way contingent upon the admission or referral of patients, or other arrangement for the provision of any item or service reimburse under Medicare and Medicaid.

14. All notices, requests, demands, and other documentation required or permitted to be given under this Agreement shall be provided in writing and will be deemed to have been fully given and received (i) when delivered in writing personally; (ii) when sent by confirmed electronic message or facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt, to the addresses listed above. Each Collaborator shall be

responsible for notifying the other Collaborators promptly in writing of any change of address.

15. **Miscellaneous.**

a. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations relating to it, including but not limited to the Health Insurance Portability and Accountability Act, and shall operate so that all licenses, permits, consents, and approvals are obtained and maintained from all governmental agencies that have jurisdiction over it, except where the failure to so comply or so operate does not have a material adverse effect on any of the other parties.

b. Each Collaborator may assign this MOU or delegate its obligations only to a wholly controlled affiliate of such Collaborator hereunder without prior written consent of the other Collaborators hereto.

c. Nothing contained in this MOU shall be construed to create a partnership or a joint venture between the Collaborators, nor to authorize any Collaborator to act as a general or special agent of another Collaborator in any respect, except as specifically set forth in this MOU. Each Collaborator shall independently bear its separate and distinct risk of loss. Notwithstanding anything to the contrary, each party to this Agreement will remain independent from the other parties with respect to its governance and the operation of its business activities.

d. This MOU, together with the exhibits attached hereto if any, and the agreements expressly referred to herein, embody the entire agreement of the Collaborators with respect to the subject matter hereof and supersede all other understandings and agreements among the Collaborators with respect to such subject matter.

e. If any term, covenant, or condition of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this MOU and the application of any such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by law.

f. All of the covenants, conditions, and obligations contained in this MOU shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Collaborators. This section shall not, however, be deemed to modify the restrictions on assignment contained in this MOU.

g. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver thereof, nor shall any waiver of any right or power hereunder at any time be deemed a waiver of such right or power at any other time or times.

h. This MOU may be amended only in writing signed by all of the Collaborators.

i. The provisions of this MOU shall be construed, interpreted, and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Survivor Advocacy Outreach Program has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

SURVIVOR ADVOCACY OUTREACH PROGRAM

Madison Grace

NAME
TITLE

Date

IN WITNESS WHEREOF, The Center for Family Safety and Healing has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

THE CENTER FOR FAMILY SAFETY AND HEALING

Kamilah Twymon
Kamilah Twymon (Jan 22, 2025 17:25 EST)

NAME
TITLE

Date

{00411259 2}8

IN WITNESS WHEREOF, Athens County Sheriff's Department has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

ATHENS COUNTY SHERIFF'S DEPARTMENT

Rodney Smith, Sheriff
NAME
TITLE

Date

Det. R. Goodrich #550
NAME
TITLE

Date

IN WITNESS WHEREOF, Athens County Police Department has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

ATHENS CITY POLICE DEPARTMENT

Chief Nick Magruder
NAME
TITLE

Date

{00411259 2}9

IN WITNESS WHEREOF, Athens County Children Services has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

ATHENS COUNTY CHILDREN SERVICES

Otis Crockron - Executive D

NAME
TITLE

Date

NAME
TITLE

Date

IN WITNESS WH EREOF, Athens County Prosecutor's Office has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

ATHENS COUNTY PROSECUTOR'S OFFICE

Keller J. Blackburn

NAME
TITLE

Date 12/10/25

{00411259 2}10

IN WITNESS WHEREOF, CASA/GAL has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

CASA/GAL

Tara Huffman

NAME
TITLE

Date

IN WITNESS WHEREOF, Hopewell Health Center has executed this MOU through its duly authorized representative, effective as of the Effective Date above.

HOPEWELL HEALTH CENTER

Mark Bridenbaugh, CEO

NAME
TITLE

Date

{00411259 2}11

Exhibit A
SAOP Protocol

SAOP Protocol

{00411259 2}

Docusign Envelope ID: 47D48CD8-EF13-4ED1-80C0-FE30CDE97BE3

Exhibit B
Space & Services

The Center for Family Safety and Health Athens County/SAOP Collaborative

SAOP
145 Columbus Road, 1st Floor
Athens, Ohio 47501

Services:
Intake – SAOP Intake Staff will refer to the TCFSH Central Intake which will complete the same screenings, scheduling, and coordination.
Forensic Interview – The FI will occur at the SAOP location. (Initially: One Day Per Week)

Space:
- Two large suites
- Construction relocation needed
- Closed circuit television to be added
- SAOP to consult with CAC on design
- SAOP to provide square footage
- 3 miles from Medical Services location

OhioHealth O'Bleness
26 Hospital Drive
Athens, Ohio 45701

Services:
A separate appointment located at the NCH Athens Close to Homes. (Initially: One Day Per Month). Emergency medical CAC visits – referred to TCFSH Main Campus.

Space:
- Timeshare suite
- 2 times per month, alternate every other week
- Full day of medical services

Collaborators will be involved with the CAC process, but not co-located at the SAOP facility.

Signature: Otis Crockron (Jan 16, 2025 12:56 EST)

Email: otis.crockron@jfs.ohio.gov

Signature: Rodney Smith
Rodney Smith (Jan 16, 2025 10:11 EST)

Email: sheriffsmith@athenssheriff.com

Signature: Keller J. Blackburn
Keller J. Blackburn (Jan 13, 2025 15:50 EST)

Email: liz@athenscountyprosecutor.org

Signature: Mark Bridenbaugh
Mark Bridenbaugh (Jan 13, 2025 16:[illegible] EST)

Email: mark.bridenbaugh@hopewellhealth.org

Signature: Nick Magruder
Nick Magruder (Jan [illegible], 2025 10:19 EST)

Email: nmagruder@ci.athens.oh.us

Signature:

Email:

Signature: Det. R. Goodrich #550
Det. R. Goodrich #550 (Jan 7, 2025 12:50 EST)

Email: bgoodrich@athenssheriff.com

Signature: Tara Huffman
Tara Huffman (Jan [illegible], 2025 07:15 EST)

Email: tara@athenscasa.org

Signature:

Email:

1140 Bloomfield Avenue, Suite 200
West Caldwell, New Jersey 07006
(P): 973.439.1200 (F): 973.439.1212

SERVICE AGREEMENT

Name of Business: Athens County Children Services

Answer Phrase: Athens County Children Services

Contact Person: Shelly Campbell ext. 303 Classification

Provider's Name: Gender:

Cell/Pager Number: ( ) - Carrier/Provider:

Office Address: PO Box 1046 State: OH

City: Athens Zip: 45701

Office Number: (740) 592-3061 Fax Number: (740) 593-3880

Office Hours: Mon: Tue: Wed: Thurs: Fri:

Sat: Sun: Mon-Fri 8am-4:30pm

Emer Number: ( ) - Private Line: ( ) -

Billing Address/Email : P.O. Box 1046 City: Athens

State: OH Zip: 45701 Call Forwarding Number: (740) 400-7059

Fax/Email Time: AM/PM Office Email: athens fiscal pcsa @jfs.ohio.gov

Additional Provider(s): Gender:

Cell/Pager Number: ( ) - Carrier/Provider:

Additional Office(s):

Base Rate: $ Tax:$ Additional Charges: $

Total Due: 232 Credit Card - - - Type ( )

Exp / / SIC# Zip: Start Date: / /

Special Instructions: None
#
Re

Upon Acceptance of this order by BIG Messages (BM) and payment of the initial charges by the Subscriber, BM will activate Subscriber's service account. Service fees will be billed every 84 days, along with any additional fees incurred during the previous 84 days. All such charges are due and payable upon receipt. Failure to pay such charges as and when due may result in termination of service. Billing invoices are issued every 84 days in advance and are due payable upon receipt. Minimum Service Term is one (1) month from the day of activation of service. The Contract will automatically extend month to month until cancelled by either party, subject to the terms and conditions stated on the reverse side of this contract. Service charges are subject to change. The subscriber shall pay for all taxes and government fees levied and any additional service fees. No one except for the General Manager is authorized to alter or waive the terms and conditions of this Contract. No purported representation not contained herein shall bind BM or effect the printed terms hereof. This application shall not create any obligations or constitute an enforceable Contract unless and until it has been approved by credit by an authorized representative of BM.

SUBSCRIBER HAS READ THIS CONTRACT AND ACCEPTS THE TERMS & CONDITIONS ON BOTH SIDES

Subscriber's Signature Date: 02 / 28 / 23

DEPOSIT AND TERMINATION: - Subscriber shall leave with BM a deposit as security for the prompt and full payments hereunder. In the event the Subscriber fails to pay on a timely basis, BM shall have the right to apply the deposit to secure the Subscriber's amount due and owed. Failure to provide the required 30 days notice will result in an automatic forfeiture of this deposit.

DEFAULT, NONPAYMENT, AND RECONNECTION FEES – If Subscriber defaults in payment of any sum, due BM or in the observance of any term hereof, BM may without incurring any liability upon notice to Subscriber, terminate service at which time all amounts due and owing to BM shall be immediately due and payable to BM. Subscriber agrees to pay BM a reconnection fee to reinstate service once interrupted.

CANCELLATION – Subscriber may terminate this agreement after the initial term specified in this agreement by written notice to BM, in which event service will be terminated 30 days after notification is received by BM. BM reserves the right to terminate this agreement at any time upon three (3) days written notice to Subscriber. Service may be discontinued without notice if it is used in a manner that BM believes in its sole discretion will adversely affect the service or is in violation of any rules, regulations, and/or laws.

STATEMENT OF LIABILITY – BM shall not be liable for interruptions or delays in transmission or errors or defects in transmission or failure to transmit when caused by atmospheric and other uncontrollable interferences beyond BM's control. BM and any suppliers of products or services to BM shall have no liability of any sort, including direct, indirect, special incidental or consequential damages, loss profits, or damages resulting from loss of use as a result of any damages or any nature arising from negligence, errors, omission, interruptions or delays of service or equipment provided by BM or any of its suppliers. No reduction in payments shall be made in the case of any interruption of service. The subscriber agrees to hold BM harmless to all claims, costs, expenses, losses, liability and damages including attorney's fees and court costs, arising from, growing out of, or connected with the use or operation of the equipment or any act or omission of the Subscriber or its employees or agents or incurred by BM in exercising any of its rights or remedies hereunder, or enforcing any of the terms, conditions or provisions hereof.

SUBSCRIBER USE, INDEMNITY TO BM – Subscriber agrees to handle paging unit and service in compliance with all government rules and regulations and shall not commit any act which might jeopardize any of BM licenses. Subscriber shall indemnify BM from and protect, defend, and hold harmless against any loss, cost damage or expense, including reasonable attorney's fees by reason of Subscriber use, operation, possession, or control of the paging unit and/or service.

ACCESS NUMBERS – Subscriber has no property right in any BM number allocated to Subscriber's paging unit. BM may assign, designate or change such number when, in its sole discretion, it is reasonably necessary, without liability, upon violation of any regulation, including nonpayment of any sum due after notice in writing to Subscriber.

MISCELLANEOUS – The Subscriber shall not assign or transfer this Contract without the prior written consent of BM. BM may assign this contract, in whole or in part, without notice to the Subscriber. This Contract constitutes the entire agreement between BM and Subscriber and may not be assigned, subleased, transferred or modified by the Subscriber.