

## INSTRUCTIONS FOR THE MODEL MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT

*These are instructions to Public Children Services Agencies (PCSAs) on how to complete the Memorandum of Understanding (hereinafter MOU) to address child abuse and neglect. If the PCSA and the County Department of Job and Family Services (CDJFS) are a combined agency, the Director of the CDJFS or their designee is to complete and sign the MOU. If the PCSA is a stand-alone agency, then both the CDJFS and the PCSA Director shall sign the MOU in their respective capacities. The instructions have been attached as an example of the requirements created by the passage of children services legislation during the 134<sup>th</sup> Ohio General Assembly, to guide in the creation of a MOU. The Model MOU is encouraged to be used as a template. There are strategically placed fillable text boxes in the Model MOU where county specific information may be filled in. The Model MOU and instructions should not be considered legal advice. CDJFS/PCSAs should continue to follow established processes to draft legal documents.*

The statutory process as defined by legislation is:

- The PCSA, as the lead agency, shall submit the MOU to the Board of County Commissioners for approval by December 31<sup>st</sup> of every other year pursuant to ORC 2151.4210 and 2151.4212. If the MOU is deemed to have met the statutory requirements the board will approve the agreement. If the MOU does not meet the statutory requirements the board shall return the MOU to the responsible PCSA for review and resubmission.
- The PCSA, as the lead agency, shall submit the MOU to the Ohio Department of Job and Family Services (ODJFS) bi-annually pursuant to ORC 2151.4219 for compliance determination. If the MOU is deemed not compliant, the agreement will be returned to the responsible PCSA. The PCSA shall submit a “compliance assurance plan” not later than sixty (60) days after ODJFS deems the PCSA MOU not compliant. The MOU will not become effective until ODJFS has assured it is compliant, and the prior MOU will remain in effect.
- The PCSA shall post the most recent ODJFS approved MOU to the CDJFS/PCSA website for publication within thirty (30) days of the MOU being determined compliant.
- ODJFS will post a list of all PCSAs and compliance determination regarding the MOUs to the ODJFS/Office of Families and Children website.

### I. STATEMENT OF PURPOSE

The MOU is an agreement among the CDJFS/PCSA and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases. The MOU also identifies procedures for collaborative service provision needed to ensure child safety, permanence, and well-being. The MOU requirements for PCSAs are identified in Ohio Administrative Code Rule (OAC) 5101:2-33-26.

The MOU must include procedures to address the elimination of all unnecessary interviews of children who are the subject of reports of child abuse and/or neglect and, when feasible, conduct only one interview of the child who is the subject of a report of child abuse or neglect.

To ensure all community partners have a shared understanding of the purpose of the CDJFS/PCSA a brief description of screening, assessment and investigation, and service provision has been inserted in the template under the statement of purpose section.

## **II. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY**

Under this section of the MOU, the function of each participating entity is defined and its contributions are delineated (staff participation, the referral process, practices to be established, participation in training etc.). The PCSA's roles and responsibilities, as the lead agency, must be clearly specified.

At a minimum, the MOU must be signed by an authorized representative of the following entities:

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

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

### **B. LAW ENFORCEMENT**

The County Sheriff and each Chief of the local political subdivisions shall establish a system to take referrals of child abuse and neglect; Cross-refer reports to the PCSA as soon as possible or within an agreed upon timeframe for investigation of abuse or neglect allegations; Determine whether a crime was committed; Cooperate with the PCSA in a joint investigation when the report alleges a present danger, fatality, or near fatality; Assist the PCSA in hazardous situations where the assessment/investigation of child abuse or neglect has been impeded; Coordinate interviews of the alleged perpetrator with the PCSA; Provide records checks and respond to requests for information from the PCSA and when feasible; Consult with CDJFS/PCSA prior to the removal of a child from their home.

### **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 shall ensure that due process of law is achieved; Hear evidence and issue findings of fact and conclusions of law as to any abused, neglected, or dependent child; Order timely and safe permanency dispositions for children; Preserve the family environment whenever possible while keeping the child(ren)'s health and safety paramount.

#### D. COUNTY PROSECUTOR

The Prosecutor shall report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency. The County Prosecutor shall represent the PCSA in legal actions to protect a child from further harm resulting from child abuse or neglect.

#### E. COUNTY DEPARTMENT OF JOB & FAMILY SERVICES (If not part of a combined agency)

[Check box] Not Applicable (if selected the following information would be removed.)

If the CDJFS is a separate agency from the PCSA, employees and officials 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. The CDJFS is to collaborate with the PCSA to assist families in caring for their children, assure that children at risk of abuse and neglect receive protective services, and assure service coordination for families being served by both agencies.

#### 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 Ohio Revised Code (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. The local animal cruelty reporting agencies are to use the Humane Agents authorization to remove children under emergency circumstances, if necessary. In those circumstances, they are to coordinate efforts with the PCSA and local law enforcement as soon as possible or within an agreed upon timeframe.

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

[Check box] Not Applicable (if selected the following information would be removed.)

Establish internal protocols regarding the investigation of Children Advocacy Center (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.

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

[Check box] Not Applicable *(if selected the following information would be removed.)*

The benefit of collaborating with the Clerk of County Common Pleas Court is the ability to work with the PCSA, county prosecutor, juvenile judge, and local law enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice; Service of process; And how to send and receive communications from the Clerk.

### 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. This is accomplished by building a system for consultation among members of this MOU necessary to protect children. The county's system for consultation shall include at a minimum the PCSA's protocol for consulting with those agencies listed in Section II above, established pursuant to section 2151.426 of the Revised Code, for any cases which may require their intervention or assistance.

The scope of work identifies the objectives for collaborations identified within the agreement. Under this section of the MOU, county partners identify shared functions, such as: establishing procedures for responding to cross-system referrals, conducting joint investigations, collaborative case planning, joint service provision, and policies related to the disclosure of confidential information obtained during an assessment/investigation.

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

- Include a general definition of mandated reporter per Ohio Revised Code Section 2151.421.
- Include a statement of the potential civil and criminal penalties for failure to report suspected cases of child abuse and/or neglect.

#### B. System for receiving reports

Discuss the PCSA's system for receiving reports of child abuse, neglect, or dependency twenty-four hours per day, seven days per week. If the PCSA contracts with an outside source to receive after-hour calls, a copy of a signed agreement shall be attached to the MOU which indicates that all reports with identifying and demographic information of the reporter and principals will be forwarded to a designated PCSA worker within an hour of receipt and that confidentiality requirements will be met. In addition, when the PCSA contracts with an outside source, the PCSA shall include in the memorandum its system for informing the public of the after-hours phone number.

The MOU is required to address protocols for making cross-system case referrals. When a law enforcement officer receives a report of possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, the law enforcement officer shall refer the report to the appropriate PCSA unless an arrest is made at the time of the report that results in the appropriate PCSA being contacted concerning the alleged incident involving the child.

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

When the PCSA screens in a report of child neglect, and an active safety threat is identified, the PCSA shall notify the appropriate law enforcement agency pursuant to the criteria established in 5101:2-36 of the OAC, 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.

PCSA may enter county-specific details and agreed upon timeframes for making or receiving cross-referrals in this section.

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

When a PCSA receives a referral from a mandated reporter who provides their name and contact information, the PCSA shall forward an initial mandated reporter notification will be provided to the referent in accordance with their stated preference within seven days.

- The initial mandated reporter notification is to include the information permitted by ORC 2151.421(L) informing them of their rights, the status of the investigation, and a contact person from the agency to assist with further information.

When a PCSA closes an assessment/investigation reported by a mandated reporter, the PCSA shall provide an outcome mandated reporter notification to the referent. The notification will be provided in accordance with their stated preference. Information shared with the mandated reporter shall be that permitted by ORC 2151.421(L) to include a notification that the agency has closed the investigation along with an agency point of contact.

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

When a PCSA determines a report is an emergency, the PCSA attempts face-to-face contact with the child subject of the report/alleged child victim within one hour of the receipt of the report.

- If at any point in time during an assessment/investigation an active safety threat is identified, the caseworker or supervisor of the PCSA shall implement a safety

response.

- Law Enforcement and CAC and/or any other applicable party response procedures may be included in this section.
- Include children in need of medical attention protocols here. Insert county-specific information here, including the medical facility/facilities the youth should be taken to, situations when children should be taken to a medical facility, CAC contact information and procedures, etc.

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

The MOU shall address protocols for joint service provision for abuse or neglect allegations.

Insert investigative methods to be used, who will be asking the questions, who will be present, who will be the scribe, procedures for recording the interview, and other factors in the interviewing of child victims, alleged perpetrators, other family members, witnesses, and collateral sources will be planned out in advance and agreed upon by the PCSA and law enforcement or other participating agencies.

Every effort must be made to prevent duplicative interviews of the victims or witnesses to reduce trauma.

All efforts should be taken to ensure records are shared, the CDJFS/PCSA is included, and the CDJFS/PCSA is able to meet its interview requirements per rule. If the CDJFS/PCSA representative is not present during a criminal investigation a copy of summary of the interview shall be provided upon request.

The CDJFS/PCSA agrees not to proceed without the advice and consent of the Prosecutor's office when a criminal investigation is being concurrently conducted. Law enforcement will be the lead agency in the collection and storage of evidence.

The MOU must include a statement regarding the process and procedures to attempt to ensure the assistance of law enforcement is obtained timely to ensure child safety and conduct investigative activities within the maximum sixty-day timeframe afforded PCSAs to complete abuse/neglect assessment/investigations per Chapter 5101:2-36 of the OAC.

#### **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**

List categories of personnel at each agency who may conduct interviews of children who are the subjects of the report and who have allegedly been abused or neglected. For example: children services casework and supervisory staff, law enforcement officers, detectives, assistant prosecutors, etc.

## G. Standards and procedures for CDJFS/PCSA requests for law enforcement assistance

Detail procedures when the CDJFS/PCSA requires an immediate response from law enforcement.

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

- An exigent circumstance exists.
- The PCSA has reason to believe the child is in immediate danger of serious harm.
- The PCSA has reason to believe the worker is, or will be, in danger of harm.
- Insert county specific information.

## H. Specialized Investigations or Circumstances

When possible, investigative interviews of children who are the alleged child victims/children subject of reports of abuse and/or neglect where criminal activity is suspected, including reports of human trafficking, physical and sexual abuse, domestic violence, child endangering and the like, are cooperatively planned by the CDJFS/PCSA and the local law enforcement agency of the jurisdiction.

Detail county specific procedures for handling of specialized investigations, coordinating joint investigations, and the sharing of information.

### 1. Out-of-Home Care

The PCSA is responsible for conducting out-of-home care investigations as described in section 5101:2-36-04 of the Ohio Administrative Code.

Criteria for out of home care investigations include:

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

### 2. Third-Party Investigations

In accordance with section 5101:2-36-08 of the OAC, the CDJFS/PCSA shall request a third-party investigation be conducted by a local law enforcement agency or a PCSA in a contiguous county

when there is potential for a conflict of interest because one of the following parties is a principal of the report:

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

Include county specific information including standards for conducting third-party investigations, protocols for conflicts of interest, and both the internal and external sharing of information.

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

The MOU must delineate a cross agency process for the reporting and investigation of child fatalities and near fatalities. Each CDJFS/PCSA is governed by ORC 307.622 which requires the establishment of a child fatality review board.

### **4. Child Fatality- Death of a child in the custody of [Enter the name of the CDJFS/PCSA here]**

The CDJFS/PCSA follows section 5101:2-42-89 of the Ohio Administrative Code outlining the protocol following the death of a child in CDJFS/PCSA custody.

Include county specific measures.

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

CDJFS/PCSAs follow the procedures described in section 5101:2-36-07 of the OAC for responding to these reports.



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

Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; In addition to the completion of appropriate evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.

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

Detail county-specific information, including procedures for:

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

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

Detail county-specific information, including a statement of assurance as to how the PCSA will ensure child safety and not compromise the child protective assessment/investigation while concurrently assisting law enforcement with the criminal investigation.

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

Detail county-specific information, including the system for receiving and responding to these reports.

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

Detail county-specific information, including the system for receiving and responding to these reports.

## 9. Receiving and responding to reports of missing children

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

- Refer the reporter to the law enforcement agency in the appropriate jurisdiction.
- Contact the law enforcement agency for entry into the National Crime Information Center (NCIC) database if the child is in PCSA custody.
- Contact the National Center for Missing and Exploited Children (NCMEC) if the child is in PCSA custody.
- Upon request of law enforcement, the PCSA shall provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by the PCSA which may be relevant in the investigation.

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

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

#### 1. Emergency

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

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

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

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

**(Describe any additional local procedures around the emergency removal of a child from their home.)**

## 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 CDJFS/PCSA shall approach the juvenile court and file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27. The matter will be set for a shelter care/preliminary protective hearing expeditiously by the juvenile court.

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

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

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

Detail any additional county-specific shelter care procedures.

### J. Optional Section(s) [Enter Section Title Here]

This section is provided for agencies to record additional agreement information relative to the agencies involved in the county's MOU. If the county outlines requirements specific to disaster plans the information can be recorded in this section.

[Maintaining Operations, including but not limited to, receiving and investigating child abuse and/or neglect reports in the event of a disaster]

[Optional: Deserted Child procedures]

#### IV. TRAINING

Cross-system training is to be provided and a plan developed between MOU parties to ensure all members understand the collaborative's mission, the role of each participating organization, as well as related procedures and protocols. Periodic trainings will be coordinated by the CDJFS/PCSA and notifications sent to the signatories of the MOU. By agreeing to participate in the county MOU process signatories express a commitment to attend valuable training opportunities when presented.

Include any county-specific information.

#### V. CONFLICT RESOLUTION

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable the MOU must describe in detail 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, and/or dependency investigations rests with the CDJFS/PCSA. Every effort will be made to take into account other subscribers' requests and concerns relating to services. Criminal investigations and prosecution remain the responsibility of the prosecuting attorney and appropriate law enforcement agencies. For cases which come before the juvenile division of the common pleas court as it relates to decisions and orders, the 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 other signatories.

In the event these efforts fail and a statutorily required participant refuses to sign or engage in the MOU process any of the other signatories may pursue mediation or any available legal action to ensure compliance.

#### VI. CONFIDENTIALITY STATEMENT

Development of a comprehensive plan to address child abuse and/or neglect requires the sharing of sensitive, often confidential information amongst government agencies. Each MOU must address how this information is to be shared (e.g., use of releases) to be effective while protecting the privacy of the client and their family. This section should clearly identify who is to be notified in the event of a breach or suspected breach of confidentiality. It is advised for

this section to include a statement that the confidentiality provisions of this agreement will survive the termination or expiration of this agreement. This section must include the following:

- Statement from the PCSA regarding the release of confidential information to federal, state, and local government agencies that have a need for the information to carry out its role of investigating child abuse, neglect, or dependency.
- Statement from law enforcement regarding the release of information to the PCSA for the purpose of carrying out its responsibility of protecting children from child abuse, neglect, or dependency.
- A description of information that may be obtained from an investigation that the PCSA and Law Enforcement should or should not release to the public.
  - For this section, PCSAs are advised to read OAC 5101:2-33-21 regarding the release and dissemination of confidential information. In general, children services records are not public records and are an exception to public records requests under Ohio Revised Code 149.43. Accordingly, children services records are prohibited from being disseminated. However, there are circumstances in which the children services record must be released and it is permissible to provide it to the requestor.

## VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS

Records retention policies should be addressed in this portion of the MOU. The MOU must be retained for a period of at least seven years per the state of Ohio records retention schedule.

## 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 parties agree to follow the terms of this agreement and to meet at least bi-annually to review, update, and sign a new or amended MOU. If any individual serving as a signatory changes mid-term, an amendment of the MOU is required and both the board of County Commissioners and ODJFS will need to approve the amendment. A statutorily mandated participant to this agreement may terminate their involvement in the MOU upon retirement, loss of an election, loss of employment, or other agreed upon qualifying event by providing thirty days written notice to the other signatories of this MOU.

- The MOU shall contain a section that clearly identifies the two-year period of time under which the terms and conditions of the agreement are in effect per Ohio Revised Code 2151.4212. This section shall specify how the parties will address modifications to the agreement and include a termination process for the participants.

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Agency

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Date

Name  
Title

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Agency  
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Title

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Agency  
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Agency  
Name  
Title

Date

**IX. Board of County Commissioners**

The MOU signed by all participating agencies shall be submitted to the Board of County Commissioners. The MOU shall be submitted to the Board of County Commissioners with sufficient time for their review and approval. The participating agencies will ensure there is adequate time for both the County Board of Commissioners and ODJFS review process to occur.

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County Commissioners signature and date/Resolution/Vote

**ATTACHMENTS**

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