

**RESOLUTION  
RES 26-05-003**

WHEREAS, pursuant R.C. 2151.4220, et seq., the Mahoning County Children Services Board ("MCCSB") is required to complete a Memorandum of Understanding to Address Child Abuse and Neglect;

WHEREAS, pursuant to O.A.C. 5101:2-33-26(H), after receiving the signed MOU, MCCSB is required to submit the MOU to the Board of Mahoning County Commissioners for approval;

NOW THEREFORE, BE IT RESOLVED, on the recommendation of MCCSB, and approval of the County Prosecutor, that the Board of Mahoning County Commissioners hereby approves the Memorandum of Understanding to Address Child Abuse and Neglect.

A copy of said Memorandum of Understanding is on file in the Office of the Mahoning County Commissioners, 21 W. Boardman Street, Youngstown, Ohio 44503.

It was moved by Mr. Traficanti, and seconded by Mrs. Rimedio-Righetti, that the foregoing Resolution be approved this 7th day of May, 2026.

Roll call voting resulted:	Mrs. Rimedio-Righetti:	aye
	Mr. Traficanti:	aye
	Mr. DiFabio:	aye

WHEREUPON, the President of the Board declared the foregoing Resolution be duly adopted this 7th day of May, 2026.



GENO L. DIFABIO,  
PRESIDENT OF THE BOARD

ATTEST:

MARIA D. KNIGHT,  
CLERK OF THE BOARD

JR. VOL. 114, PAGE 259

cc: MCCSB  
Commissioners



Ohio Department of Children and Youth  
**Mahoning 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 **Mahoning 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 **Mahoning 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 134<sup>th</sup> Ohio General Assembly. Two primary goals of this MOU are:

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

Throughout the state each 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 **24 hours for non-emergencies or the next business day** 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 [if not part of a combined agency]**

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.

**E. 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.

**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.

**In the event Mahoning County Children Services learns that a mandated reporter has failed to report known child abuse or neglect, the party who learns of the mandated reporter's failure to report will notify the Director of the PCSA as soon as possible. The notification will be sent to the director in writing describing the failure to report. The Director of the PCSA will then refer this information to the prosecutor at their discretion.**

#### **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.

Mahoning County Children Services receives reports of child abuse and neglect twenty-four hours per day, seven days per week, by calling (330) 941-8888 and following the prompts. All calls are sent to PCSA staff, who ensure confidentiality, and referrals are entered into the Statewide Child Welfare Information System. Any voicemails left are monitored by PCSA staff. Mahoning County Children Services monitors any faxed / emailed referrals only during business hours.

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.

A Safety Response ranges from voluntary arrangements with family to include responsible parties in the care of child(ren) to involuntary responses including the removal of child(ren).

**2. Law Enforcement and Akron Children Hospital's Child Advocacy Center (CAC) or Emergency Department Response Procedure**

Law Enforcement will conduct joint investigation when the PCSA has knowledge of:

- A child death suspected to be a result of abuse or neglect;
- A child who appears to be in imminent danger;
- Severe physical abuse in which the child requires medical treatment;
- Caregivers who are alleged to be manufacturing, trafficking, using controlled substances in/around the home and child safety is alleged to be compromised;
- Evidence learned during the course of an investigation which suggests the possibility of a criminal offense; and/or

A child alleged to be a victim of human trafficking

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

See Child Advocacy Center Interagency Agreement. Children with serious injury or requiring medical attention may be seen at Akron Children Hospital or any local medical provider.

**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
- **See Child Advocacy Center Interagency Agreement**
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**G. Standards and procedures for PCSA requests for law enforcement assistance**

**Mahoning County Children Services caseworkers and/or supervisors will contact Mahoning County Sheriff's Office or the local law enforcement agency in which the incident occurred or the location of the family. This contact will occur via phone call and include the reason for the request.**

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.

### 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.

**Mahoning County Children Services will handle and coordinate joint investigations in cooperating with law enforcement, including sharing of investigative reports and procedures.**

**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.

**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.

**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).

**Mahoning County Children Services places particular emphasis on collecting and preserving crucial information related to key contacts within each facility, specifically addressing allegations of withholding treatment from disabled infants with life-threatening conditions. Internal procedures guide the agency's interventions, reflecting a thorough and systematic approach to addressing these critical matters. The Program Administrator of Intake Services will:**

- **Gather and maintain current information regarding the name, address, and telephone number of each appropriate health care facility within its jurisdiction.**

**Identify and maintain the current name, title, and telephone number of each facility's contact person for allegations involving withholding of medically indicated treatment from disabled infants with life-threatening conditions.**

- **Identify and maintain the name and chairperson of the appropriate health care facility's review committee, if such a committee exists.**

- Ensure that all policies and procedures for intervening in cases involving alleged withholding medical treatment are followed.

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

See Child Advocacy Center Interagency Service Agreement

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

Mahoning County Children Services follows the Crossover Youth Practice Model and works collaboratively with Mahoning County Juvenile Justice Center.

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

If Mahoning County Children Services receives such a report, Mahoning County Children Services will notify law enforcement by phone and notify ODJFS Central Registry within 24 hours. Mahoning County Children Services will complete an investigation with law enforcement determining an appropriate course of action for the case. The law enforcement agency shall provide a written summary of the investigation or action(s) taken upon conclusion of the investigation.

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.

## 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.

**J. [Optional Section(s)]**

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

**Mahoning County Children Services will utilize after-hours staff in order to maintain operations, including but not limited to, receiving and investigating child abuse and/or neglect reports in the event of a disaster]**

**Mahoning County Children Services follows section 5101:2-36-06 of the OAC following a child voluntarily left by the child's parent in the care of an emergency medical service worker, peace officer, or hospital employee.**

**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.

**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, **Child Advocacy Center**, 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.

**MCCS follows 5180:2-33-21 and 5180:2-36-12 of Ohio Administrative Code.**

**MCCS follows confidentiality guidelines of the Multi-Disciplinary Team.**

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

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.

The MOU may be signed in person or electronically.

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

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

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

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

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

Date: **[Enter date of refusal]**

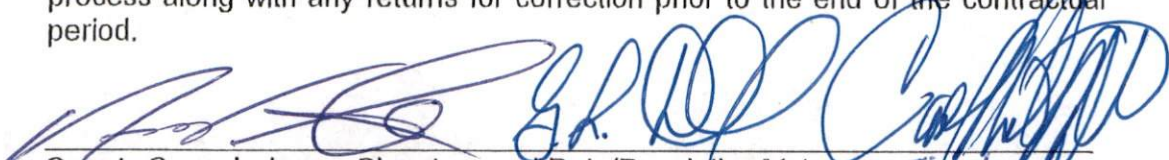
Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

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

**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 5/7/2026

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

**ATTACHMENTS**

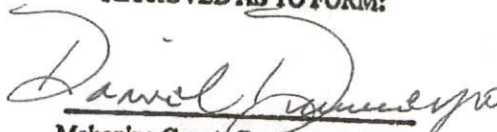
[If the PCSA contracts with an outside source to receive after-hour calls, a copy of the signed agreement needs to be attached indicating the following:]

- [-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]
- [-Confidentiality requirements will be met.]

[If the PCSA participated in an execution of a memorandum of understanding establishing a CAC, the PCSA will incorporate the contents of that memorandum in this MOU.]

[Insert county-specific information if desired.]

**APPROVED AS TO FORM:**

  
Mahoning County Prosecutor's Office

04/06/2026

MCSO Sheriff Jerry Greene  
Agency Name, Title

Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

APD Chief Valerie Delmont  
Agency Name, Title

Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Crossed out text  
Agency Name, Title

Date 2-8-25  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Barman P.D. Chief  
Agency Name, Title

Date 12-8-25  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Rouan Village PD Chief  
Agency Name, Title

Date 12-8-25  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Coitsville Twp. Chief  
Agency Name, Title

Date 12-8-25  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Jackson Twp. Chief  
Agency Name, Title

Date 01-05-26  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Milan Twp. Chief Charles Van Dyke  
Agency Name, Title

Date 11-5-26  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Sebring PD Joshua Kela Chief  
Agency Name, Title

Date 1-5-26  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Goshua P.D. Low Calko  
Agency Name, Title

Date 1-5-2026  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Beaver P.D. Chief  
Agency Name, Title

Date 11/5/2026  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Youngstown Police Dept. Shawn Cole  
Agency Name, Title

Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

CAMPBELL POLICE, KEVIN SIERRA, CHIEF 1-6-26  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

STRUTHERS P.D. TIM RODDY 1-6-26  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

SMITH TOWNSHIP P.D. PAUL CERESINI 01-13-26  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Poland Twp P.D. J.R. JACKSON DET/SGT 1-13-26  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Akron Children's Hospital  
Tina Sanzone, VP Operations and Professional Services  
DocuSigned by:  
Tina Sanzone  
1631881762E4157  
2/12/2026 | 06:42:39 PST  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

MCJJC Judge [Signature] 3.19.2026  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Animal Charity of Ohio Jenny Falvey [Signature] Board President 3/29/26  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Richard Twarock MCS Exec Director 4/6/26  
Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

Agency, Name, Title Date  
Is this agency a participating member of the CAC referenced in Section II(G)?  Yes  No

## Child Advocacy Center Interagency Agreement 2026

This Child Advocacy Center Interagency Agreement (this "Agreement"), by and between child serving agencies located in Columbiana, Mahoning and Trumbull Counties, is entered into for the purposes of utilizing the Child Advocacy Center and effective as of the date signed by all parties.

It is recognized that when child maltreatment is suspected, children and families are often re-victimized by the system that is in place to respond to their needs. Previously, these intervention efforts resulted in multiple interviews of the alleged victim. Multiple interviews, lack of communication between agencies, and lack of specialized interviewing techniques put the children at risk for re-victimization. The children of our counties deserve a child-friendly environment in which to receive professional intervention services in an appropriate, sensitive manner.

### History

The Child Advocacy Center (CAC) was established in January 2000 by Trumbull, Columbiana and Mahoning Counties' Child Protective Services and Tod Children's Hospital. It provides a site to bring together a team of representatives from many different disciplines who partner to serve, protect and care for victims of child abuse and to prevent further victimization. The CAC was established as a cooperative effort between Columbiana, Mahoning and Trumbull Counties' law enforcement, prosecutors, child protective services, medical and mental health agencies who share the commitment of serving victims of child abuse. The CAC first became accredited in 2004 as a service of Tod Children's Hospital. In 2007, the CAC became a part of Akron Children's Hospital.

The Steering Committee created the following mission statement to guide the operation of the CAC:

*The mission of the Child Advocacy Center is to aid the development of a Multidisciplinary team response to allegations of child sexual abuse, serious physical abuse and serious neglect in a neutral, child friendly environment. The Center is dedicated to reducing trauma to child victims through an interagency approach which will minimize the number of interviews required, provide specialized on-site medical evaluation and treatment, and therapeutic intervention for ongoing community services.*

### Multi-Disciplinary Team Members

A multi-disciplinary team ("MDT") is a group of individuals who work in a coordinated and collaborative manner to ensure an effective response to reports of child abuse. Members will consist of representatives from:

- Child Protective Services
- Law enforcement
- Prosecutor

- Mental Health
- Victim Advocacy
- Medical Health
- Child Advocacy Center

Other agencies or disciplines will be included at the discretion of the team.

### **Roles of Multi-Disciplinary Team Members**

In order to intervene in the most sensitive, appropriate, professional manner, the undersigned parties agree to the following:

- Each party agrees to work with and assist other team members and the CAC to ensure that the best interests of the children seen at the CAC are served.
- The parties recognize that members have different roles and specific responsibilities, which are set forth herein for the interviewing, investigation, diagnosis and treatment, prosecution, and support services in the handling of these cases. It is further recognized that a team approach is more conducive to the resolution of the problems presented by these cases than an individual agency approach, and the team approach will enhance the individual efforts of each county.
- Each party agrees to support the concept and philosophy of a multi-disciplinary team approach to diagnosis, treatment and investigation of child maltreatment cases. They support the implementation of a formal therapeutic process and agree that all efforts will be made to meet and interview children at this neutral facility.
- Available parties agree to attend multidisciplinary team meetings at such intervals as agreed upon for the purpose of reviewing specific cases, sharing relevant information, and recommending specific referrals.
- All parties agree to participate in ongoing training in the field of child maltreatment. All agencies will be invited and encouraged to attend training sponsored by the CAC when possible.
- All MDT members present at the meetings will sign a MDT Case Review Confidentiality Agreement stating that they agree to maintain the confidentiality of the cases discussed. It will also state they agree to the sharing of relevant information to ensure that each child receives the maximum benefits that each individual agency can offer. The information shared will be governed by Ohio Administrative Code 5101:2-34-38 and the confidentiality provisions of 42 CFR, Subchapter A, part 2 (Confidentiality of Substance Abuse Disorder Patient Records).
- The appropriate law enforcement agency, independently or in conjunction with children services, investigates reports of abuse, determines whether or not a crime has been committed, and presents information to the proper authorities for prosecution.
- Child Protective Services provides protective services to children and their families in the form of investigation to assess the child's safety as well as coordination of services for multiple family needs. Child

Protective Services will discuss the options of mental health treatment with the caregiver of each child and assist in referrals.

- The Prosecutor's Office is responsible for assessing the legal aspects of the case in accordance with its prosecutorial role in criminal matters. Each county's prosecuting attorney will designate at least one assistant prosecutor to represent and prosecute cases assigned to the CAC on behalf of the State of Ohio. The assistant prosecutor is available to answer questions from other team members related to the investigation. The assistant prosecutor attends and/or co-facilitates the multi-disciplinary team meetings with the abuse unit supervisor and/or CAC Coordinator. The assistant prosecutor will present a written and/or verbal report as to the disposition of previous cases.
- Compass Family and Community Services (CFCS) will provide a Family Advocate housed at the CAC. The advocate assists families who seek service through the CAC. The Family Advocate is available to all families from the time the child is seen at the CAC through the life of the case. The Family Advocate will attend the multidisciplinary team meetings in all counties.
- A mental health professional will attend the MDT meetings to serve as a clinic consultant on issues relevant to child trauma and evidence-based treatment. While maintaining confidentiality according to the provisions mentioned above, the mental health professional will share relevant information to assist in services for the child while monitoring treatment progress and outcomes.

The CAC provides a child-friendly environment in which a child who reports abuse may receive medical evaluation, specialized interview and treatment in a timely manner. All children regardless of race, creed, gender, disability, national origin, sexual orientation, religion, source of payment or ability to pay who report abuse have the option to be seen at the CAC. Referrals to the CAC may originate from the child protective services caseworker, law enforcement officer, health care provider or parent/guardian. The medical evaluation is scheduled by a CAC staff member at the same time as the interview, whenever possible. The evaluation consists of a medical history including an interview of the child victim by the CAC social worker and a medical examination by a physician or nurse practitioner who has been trained in child abuse pediatrics. The CAC social worker provides specialized interview services as appropriate to serve the best interests of the child. The purpose of the medical evaluation is to identify clinical manifestations of child abuse and neglect, make a medical diagnosis, and provide appropriate treatment. Referrals for mental health evaluation and treatment will be made as indicated by the diagnosis and treatment plan. The CAC staff who participated in the evaluation of the child are available to testify in a court hearing after a subpoena has been issued.

### **Referral Process**

Referrals can be made by calling the CAC to schedule an appointment. If an appointment is made through Child Protective Services, the assigned caseworker will ensure that the non-offending caregiver is notified of the scheduled appointment. If a referral is made through a health care provider, the CAC will contact the non-offending caregiver to schedule an appointment and Child Protective Services will be notified. Child Protective Services will contact police when involved. If Child Protective Services is not involved, a CAC staff member will contact the police with jurisdiction.

Known offenders are not permitted in the CAC. If the offender is also a victim of abuse, their appointment will be scheduled when other children are not present to discuss their victimization.

## Specific Referral Circumstances/Criteria for Case Acceptance

- **Referrals from Child Protective Services and Law Enforcement:**

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

Each Child Protective Services agency has the ability to refer cases of child abuse to the CAC based on criteria set by their individual agency.

- Mahoning County Children Services utilizes the CAC when serious allegations of maltreatment occur. Interviews are conducted at the CAC when an interview is needed in conjunction with a medical examination and to prevent the duplication of interviews by multiple parties (law enforcement, medical personnel, child welfare personnel, etc.). In some instances, most frequently based on the chronological age and developmental abilities of the child, the forensic interview may not be indicated as part of the CAC evaluation.
- Columbiana County Children Services refers cases to the CAC with an allegation of or concern for sexual abuse with recent sexual contact, severe physical abuse and/or neglect. Abuse cases with police involvement will be referred to the CAC. In some instances, most frequently based on the chronological age and developmental abilities of the child, the forensic interview may not be indicated as part of the CAC evaluation. A specific disclosure of abuse is not required to justify a CAC appointment. In cases where Child Protective Services doesn't participate in a CAC visit, the family will be informed of the CAC services and instructed on how to make an appointment.
- Trumbull County Children Services refers cases with an allegation of abuse and/or neglect with disclosure or concern of sexual contact. In some cases of suspected abuse and neglect, specifically with children of a very young age, a referral is made for a medical evaluation and consultation only. In some instances, most frequently based on the abilities of the child, the forensic interview may not be indicated as part of the CAC evaluation.

- **Emergent vs. Non-Emergent Cases**

According to the Ohio Protocol for Sexual Assault Medical Forensic Examinations Child/Adolescents 2022: Children must be seen on an emergency basis if trace evidence needs to be collected or if there are other indications requiring an emergency evaluation. Trace evidence must be collected, using the State of Ohio approved evidence collection kit, when either of the conditions listed below is true.

1. The last episode of sexual abuse/assault occurred within the past 72 hours (or 96 hours for pubertal patients) Pubertal patients mean any female that has experienced menarche or is 13 years of age or older; or any male that is 13 years of age or older
  - a. The history indicates contact with the alleged perpetrator's genitalia, *or*
  - b. The history indicates contact with the alleged perpetrator's semen, blood or saliva, *or*
  - c. The history indicates a struggle that may have left skin or blood of the alleged perpetrator's to be lodged under the victim's fingernails, on the victim's body or clothing, *or*
  - d. The victim's clothing or body may be covered by trace evidence (debris, fibers, etc.) from the alleged crime scene.

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

Cases satisfying the criteria listed above are to be classified as emergent during business hours of the CAC, or if necessary, the child will be sent to Akron Children's Hospital Emergency Department. The child will be interviewed in the ED by a trained interviewer if the criteria listed above are met. Cases not classified as emergent will follow the normal referral guidelines of the CAC. If an emergent case arises outside the business hours of the CAC, the child will be evaluated at the nearest children's hospital emergency department.

### **Procedure for Appointments**

- Upon arrival at the CAC, a staff member welcomes the child. The secretary will speak with the accompanying non-offending caregiver to update the child's demographic information. Once the information is obtained, the secretary registers the child via Akron Children's Hospital registration system. Each child is assigned a medical record number. Information obtained during the CAC appointment is entered into Akron Children's Hospital electronic medical record.
- The team members present for the appointment meet to discuss and share information pertaining to the case.
- The accompanying non-offending caregiver is asked to join the team to discuss the child's medical history, social history and present information regarding the incident(s) that precipitated a CAC referral. This meeting also gives the caregiver an opportunity to ask questions regarding the evaluation process.
- The child is interviewed by the CAC social worker. The remaining team members observe the interview on a TV in the observation room. Only team members are permitted to observe or be present in the interview room. Interviews are video recorded using recording software and uploaded onto Akron Children's Hospital's secure server.
- Upon completion of the interview, the child is escorted to the examination room. The child may request a caregiver to be present during the physical exam. A physician or nurse practitioner with specialty training in child abuse assessment will perform the physical examination.
- At the completion of the examination, the team will meet with the non-offending caregiver to discuss findings, treatment, and medical follow-up.

### **Forensic Interview**

The purpose of the interview is to gather information necessary for the medical diagnosis and management of the patient. Each party agrees that interviews of children will be conducted at the CAC by a CAC social worker who has received a minimum of 32 hours of nationally recognized training in interviewing child victims of abuse, to ensure that all interviews are non-duplicative, non-leading, developmentally appropriate, culturally competent, and neutral. The interviewers will also demonstrate participation in a minimum of 8 hours of ongoing continuing education in the field of child maltreatment and/or forensic interviewing every two years.

The interview is conducted in a private, child-friendly, non-distracting, developmentally, culturally, and cognitively appropriate manner. The interview can be observed by any team member present including child protective services staff (with jurisdiction), law enforcement representative (with jurisdiction), established mental

health provider, family advocate, representative from the prosecutor's office (with jurisdiction), Guardian ad Litem, CAC staff and medical personnel. No other persons, including parents or legal guardians, may observe the interview.

The interview is completed in three parts: the pre-interview, the child's interview, and the post-interview. The pre-interview preparation meeting varies significantly depending upon the nature of the allegations and available information. Interviewers tailor their interview preparations to the needs of each case. This meeting is held between all MDT members as well as the non-offending family members/caregivers for the child. The non-offending family members/caregivers also have the opportunity to meet all the MDT members and ask questions. The MDT and family members/caregivers are encouraged to share any information they have pertaining to the child, child's disclosure, child's medical/social history or any information that would help the interviewer to better understand the case. Anatomical drawings may be used at the discretion of the interviewer. In general, outside evidence will not be introduced in the medical interviews; exceptions will be made at the discretion of the interviewer. In the post-interview, the MDT/CAC staff meets with non-offending family member/caregiver to discuss findings, treatment, medical follow-up and answer any questions they may have. The CAC staff or MDT member will speak with the non-offending family/caregiver regarding counseling options for the child.

In the event that an interpreter is needed, the CAC will ensure effective communication in accordance with applicable laws. The CAC will also assess the child's language needs and request appropriate services. There is no cost to the patient or family for these services. Translators are informed of the subject matter they will be translating when they are scheduled and are oriented to the CAC process upon their arrival.

Multi-session or subsequent interviews will not be conducted at the CAC at the current time.

CAC Social Workers conducting forensic interviews at the CAC will participate in monthly peer review at a minimum of 2 times a year.

### **Recordings**

Interviews will be recorded using recording software and uploaded onto Akron Children's Hospital's secure server. Confidentiality of the recording will be preserved and protected.

As mandated by Ohio Revised Code Section 2151.421, a copy of the recorded interview will be provided to members of the child abuse investigation team upon request. A request for Release of Information for investigative purposes must be signed before a copy of the recorded interview is released. It is the responsibility of the individual team members to make certain that the confidentiality of the recording is preserved and protected. A copy of the signed form will be scanned and entered into the electronic medical record indicating which agency received a copy of the recording.

### **Medical Evaluation**

All children seen in the CAC receive a medical evaluation for the purpose of diagnosis and treatment. The physician or nurse practitioner will gather the medical history of the child from the accompanying caregiver. The evaluation will include a complete physical examination that may include an exam of the genital region. Documentation of findings will be recorded in the medical chart per the usual and customary documentation

practices. Ancillary studies, including testing for sexually transmitted infections and imaging studies (x-rays, CT scans) will be ordered at the discretion of the provider. Appropriate treatment for identified medical conditions will be provided. Referrals for specialized care, including mental health therapies, will be provided as needed.

## **Medical Records**

As mandated by Ohio Revised Code Section 2151.421, a copy of the medical record will be provided to members of the child abuse investigation team upon request. A request for Release of Information for investigative purposes must be signed before a copy of the medical record is released. It is the responsibility of the individual team members to make certain that the confidentiality of the medical record is preserved and protected. A copy of the signed form will be scanned and entered into the electronic medical record indicating which agency received a copy of the medical record.

The CAC electronic medical record includes the medical evaluation and social worker summary. Upon completion of the interview and/or examination, the caregiver will receive a copy of the discharge instructions.

A CAC staff member will send, by encrypted email, the medical report to the Child Protective Services caseworker and Law Enforcement in a timely manner. It is the responsibility of the individual team members to make certain that the confidentiality of the medical record is preserved and protected. If a chart is needed within a specific time frame, the medical practitioner will complete the chart by the date needed upon request. A signed release of information must be obtained from the appropriate party before the medical record is released.

Prosecutors may request copies of the medical record or interviews by filling out a Request to Release Medical Records.

Defense attorneys must provide a court order and subpoena to receive a copy of the medical record along with a signed release from the non-offending parent or guardian and written documentation that the medical record will be kept confidential and used only for the purpose of court proceedings to Akron Children's Hospital Medical Records Departments.

A parent or guardian requesting a copy of the medical record may do so in writing to the Medical Director of the CAC. Medical records will be released at the discretion of the Medical Director. The Medical Director has 30 days to process the request.

## **Family Advocate**

As a partner in the effort to eliminate confusion and increase the possibility of a family's cooperation with the process, Compass Family and Community Services (CFCS) has provided a Family Advocate through the Rape Crisis and Counseling Center. This position will be employed and supervised by CFCS. Funding for this position is provided by CFCS through a Victims of Crime Act (VOCA) grant. In the event that funding is not received from VOCA, CFCS reserves the right to terminate this position at the CAC. The advocate has office space at the CAC and is available to non-offending family members or caregivers of the child. This is a voluntary and free service.

During the forensic interview of the child, the advocate can comfort the non-offending caregiver, explain what is happening and why, educate the non-offending caregiver about the criminal justice system, offer suggestions for proper interaction with the child, explore and refer for counseling assistance and other resources in their particular county, explain the process for the Victims' Compensation application and the VINE notification program, explain Victims' Rights, and answer any other concerns.

If the family advocate is not available during the interview process, the CAC social worker, medical staff or secretary will ask if the caregiver would like the family advocate to contact them to discuss available services.

Follow-up services may be provided by the Family Advocate. The objectives are to:

- Inquire about general well-being of the child and the family
- Remind families of necessary follow-up for medical care
- Keep them informed of the status of the case in the system
- Encourage them to follow through with counseling
- Refer for other services
- Be a listening ear for the family's anger, frustration and confusion
- Be a liaison between the family and other systems
- Assist with victim rights and victim compensation
- Assist with procuring services (Domestic violence intervention, food transportation, and legal services)

The Family Advocate is available through all stages of involvement with the CAC and the case.

### **Mental Health**

The caseworker from Child Protective Services, the CAC medical staff, the CAC social worker and/or the Family Advocate will discuss the options for mental health treatment with the non-offending caregiver and assist in referrals. Referrals are made to Akron Children's Hospital mental health counselors who are trained in trauma-focused, evidence supporting mental health treatment, as appropriate. A few weeks after their CAC appointment, the family advocate will follow up with the family to determine if the child seen was linked with a mental health provider. If more assistance is needed, the family advocate assists with referrals. Although mental health representatives are not present for the interview or medical evaluation, mental health professionals are represented in the case review process. Records generated by the CAC are available for the mental health professional at the request of the caregiver. The request must include a signed medical record release. The mental health professional and the forensic interviewer will always be two separate roles. At no time will there be a dual role with a mental health professional or interviewer. The mental health representative will serve as a clinical consultant at case review meetings. The mental health representative will share relevant information while protecting the child's right to confidentiality.

### **Multi-Disciplinary Team Meetings**

Each multi-disciplinary team will meet using a multi-disciplinary approach to ensure that child abuse related services are provided in a coordinated manner designed to maximize positive outcomes. Team meetings will also provide an opportunity to monitor case progress and provide feedback on services for the child and family. The

multi-disciplinary team meeting will also be the venue to discuss issues associated with the services offered at the CAC and information to be disseminated regarding the CAC.

The teams in each county may consist of the prosecutor, law enforcement, mental health, child advocate, medical, child protective services, CAC staff and other professionals as deemed necessary by the team. The teams will meet monthly (as agreed upon within their respective county) in their own county to discuss cases and make decisions regarding their investigation, treatment and prosecution. Team meetings will be coordinated between the prosecutor, the abuse unit supervisor of their respective county, and/or CAC Coordinator. Information collected in the investigation of child abuse cases will be shared freely among team members, following Ohio Administrative Code Section 5101:2-34-38.

The agenda will be set by the prosecutor, and/or the abuse unit supervisor and/or the CAC Coordinator. The Child Protective Services caseworkers can alert their supervisor when they are ready to present their case in case review. Any case involving an MDT team member may be reviewed at the MDT meeting.

The agenda for the multi-disciplinary team meeting will be sent by the abuse unit supervisor or the CAC Coordinator to team members a minimum of three days in advance via email. Emails sent with the child's name by the CAC will be sent by writing <private> in the subject line to ensure they are encrypted by the computer. The meetings will be facilitated by either the abuse unit supervisor (in their respective county) or CAC Coordinator. The abuse unit supervisor will ensure that all recommendations are recorded and communicated to the appropriate team member.

Information shared by team members is confidential, and each person attending the meeting will be asked to sign the Multi-Disciplinary Team Case Review Confidentially Agreement.

### **Case Tracking**

The CAC is able to track and retrieve information on children seen in several ways. The secretary files all intake sheets in a yearly binder. An index card with name, address and medical record number is filed separately for years 2000 to August 24, 2012. All medical information is entered into an electronic medical record as of August 2012.

The CAC uses Microsoft Excel to track information on children seen for physical abuse, sexual abuse, and neglect. The excel spreadsheet tracks child and family identifiers, information about the alleged offender, type of abuse, relationship of alleged offender, charges filed, case disposition, presence or absence of medical findings, and status of mental health referrals.

The CAC Coordinator is responsible for inputting records into the tracking system. The CAC Coordinator will request information from team members as needed, to ensure the record on each child is complete and accurate. MDT members may have access to the tracking system for individual case information or for aggregate information with assistance from the CAC Coordinator.

Information shared by the parties is hereby deemed necessary to the fulfillment of the role of each party and shall not be disclosed to the public, subject to the Public Records Law of the State of Ohio. Except as stated above, all

confidential information acquired by any party shall remain confidential. Each team member will support the need for the CAC to track relevant information on a timely basis and will provide the information as needed.

## **Agreement**

All parties agree to abide by this Agreement and the Mission Statement of the CAC.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflict of law provisions thereof.

To the extent permitted by Ohio law, each party agrees to accept responsibility for the acts and omissions of its own officers; employees and agents performed and/or arising under this Agreement. The parties agree that nothing herein shall be construed as a waiver, or any immunity provided under applicable state or federal statutory or case law.

This Agreement shall become effective on the date of the last approving signature and shall continue until April 2029. This Agreement shall be reviewed every three years, starting in 2023. This Agreement may be amended as the parties agree, by the approval of two-thirds of their number.

Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity, not a party to this Agreement.

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

No party shall withdraw from participation under this Agreement without first giving all other parties forty-five days in advance of written notice. This Agreement shall remain in full force and effect as to all non-terminated parties. Notwithstanding the termination of this Agreement as to any party, each party acknowledges and agrees to extend the protections of this Agreement and will maintain the confidentiality of any information provided pursuant to this Agreement.

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, and representations, whether oral or written, with respect to such matters are superseded. This Agreement may not be amended, modified, waived, or discharged except by an instrument in writing signed by the parties hereto.

[Signature Pages Follow]

**By signing you agree to the participation of the agency you are representing an affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.**

**Agency**

Children's Hospital Medical Center of Akron

**Name and Title**

Tina Sanzone, Vice President Patient Access and Navigation

**Signature**

A handwritten signature in blue ink that reads "Tina Sanzone". The signature is written in a cursive style with a large loop at the end.

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**Date:** 5/5/2026

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By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

**Agency**

Akron Children's Hospital Department of Psychiatry and Behavioral Health

**Name and Title**

Christine Young, Chief Nursing Officer

**Signature**

Christine Young

**Date**

May 4, 2026

By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

**Agency**

Compass Family and Community Services

**Name and Title**

Jennifer Gray Social Services + Development  
Officer

**Signature**

J Gray

**Date**

5-5-24

By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

**Agency**

Columbiana County Children Services

**Name and Title**

Rachel Ketterman Director

**Signature**

Rachel Ketterman

**Date**

05/08/2004

By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

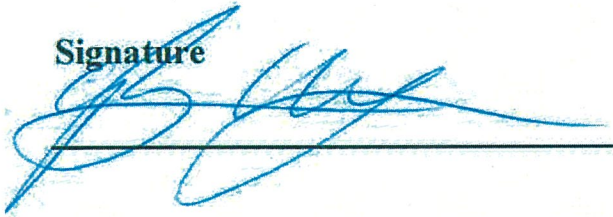
**Agency**

Columbiana County Sheriff's Department

**Name and Title**

Brian McLaughlin

**Signature**



**Date**

5-5-2026

By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

**Agency**

Columbiana County Prosecutor's Department

**Name and Title**

Vito J. Abruzzino , Prosecuting Attorney

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**Signature**

*Vito J. Abruzzino*

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**Date**

05/05/2026

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By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

Agency

Mahoning County Children Services

Name and Title

RICHARD T. VASOLI, EXECUTIVE DIRECTOR

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Signature



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Date

5.13.26

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By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

**Agency**

Mahoning County Sheriff's Department

**Name and Title**

JERRY GREENE, SHERIFF OF MAHONING COUNTY

**Signature**



**Date**

5-13-26

By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

Agency

Mahoning County Prosecutor's Office

Name and Title

Lynn Mard, Prosecutor

Signature

Lynn Mard

Date

05-11-2026

By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

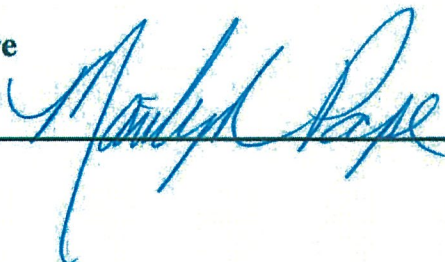
**Agency**

Trumbull County Children Services

**Name and Title**

---

**Signature**



Marilyn Pape, LISW-S, MSSA  
Executive Director, CSB  
Legal Custodian of Child

**Date**

5-5-2026

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By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

**Agency**

Trumbull County Sheriff's Department

**Name and Title**

Michael G. Wilson, Sheriff

**Signature**

A handwritten signature in blue ink that reads "Sheriff Michael G. Wilson". The signature is written in a cursive style with a large initial 'S'.

**Date**

May 7, 2026

By signing you agree to the participation of the agency you are representing and affirmation that all members of that agency will adhere to the Child Advocacy Center Interagency Agreement to the best of their ability.

Agency

Trumbull County Prosecutor's Office

Name and Title

DENNIS WATKINS, TRUMBULL COUNTY PROSECUTOR

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Signature *Dennis Watkins*

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Date

MAY 5, 2026

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