



Stark County
Job & Family Services
Human Services - Children Services - Child Support

CHILD ABUSE & NEGLECT
MEMORANDUM OF UNDERSTANDING
December 2025

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- #1 After Hours Contract
- #2 Confidential, Third Party and Specialized Investigations Policy
- #3 Assessment/Investigation Determinations Policy
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- #7 Child Removal Policy
- #8 Failure to Report Policy
- #9 SCJFS – Children Services Division-Disaster Recovery Plan

STATEMENT OF PURPOSE

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required in sections 2151.4220, 2151.4221, 2151.4222, 2151.4223, 2151.4225, 2151.4226, 2151.4228, 2151.4229, 2151.4230, 2151.4231, 2151.4232, 2151.4233 and 2151.4234 of the Ohio Revised Code and section 5180: 2-33-26 of the Ohio Administrative Code. It is an agreement among Stark County Job & Family Services (SCJFS), Children Services Division and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases. The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning to meet mandates included in children services legislation passed by the 134th Ohio General Assembly. Two primary goals of this MOU are:

- The elimination of 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.

PARTICIPANTS

The prepared memorandum of understanding shall be signed by all the following parties:

1. The Senior Juvenile Judge or the Senior Juvenile Judge's Representative;
2. The County Peace Officer;
3. All Chief Municipal Peace Officers within the county;
4. Other law enforcement officers handling child abuse and neglect cases;
5. Ohio State Highway Patrol, Canton Patrol Post
6. The Prosecuting Attorney of the county;
7. PCSA/CDJFS Director;
8. The county humane society;
9. Children's Advocacy Center participants.

STATEMENT OF EXCEPTION

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

SYSTEM FOR RECEIVING REPORTS OF CHILD ABUSE AND NEGLECT

SCJFS receives reports of suspected child abuse and neglect twenty-four hours a day, seven days a week. Reports made after agency business hours may be received by Coleman Professional Services. A copy of the contract to perform this service is attached to this memorandum (**Exhibit #1**). Reports received by Coleman Professional Services are referred immediately (within one hour) to SCJFS on-call personnel who in turn obtain all information necessary to determine the urgency of the report, and accordingly, make necessary additional contacts as case circumstances may require. Coleman Professional Services agrees to adhere to all confidentiality requirements associated with child abuse and neglect cases.

In Stark County, reports may be made by telephone to 330-455-KIDS (330-455-5437) or long distance in Stark County, 1-800-233-KIDS (1-800-233-5437), twenty-four hours a day, and seven days a week. TDD access is available at 7-1-1. These numbers are made available to the general public in telephone number publications and advertised by SCJFS as part of its public awareness activities that include written information, training, web access and informational presentations to the community.

ROLES AND RESPONSIBILITIES FOR RESPONDING TO EMERGENCY AND NONEMERGENCY CHILD ABUSE AND NEGLECT REPORTS

EMERGENCY

A child abuse report assessed to be emergent will result in the initiation of investigation within one (1) hour of receipt of the report. "Emergency" is defined as a situation where there is reason to believe that a child is threatened or alleged to be abused, neglected, or dependent to an extent that there is imminent risk to a child's life, physical or mental health, or safety (OAC 5180: 2-36-03). The initiation of investigation includes attempted face to face contact (interview/observation) with the alleged child victim.

Children who appear to have been abused or otherwise need medical attention will be directed to an appropriate medical facility for treatment. As soon as possible, a telephone report to SCJFS is to be made. When removal of the child from the care and control of his parents or other person appears necessary, the social worker will solicit the cooperation of the parents toward a plan for the child's admission to the hospital or other appropriate facility or will seek custody when necessary. If cooperation of the parents cannot be obtained, the authority granted to a peace officer to cause the immediate removal of children shall be exercised by the officer in accordance with Ohio Rule and Law (Ohio Juvenile Rule 6 and ORC 2151.31 and 2151.421). The social worker shall then seek an emergency order from the Family Court unless otherwise instructed by the SCJFS Children Services Legal Counsel.

NON-EMERGENCY

When there is information sufficient to create a suspicion that a child may be abused, neglected, or dependent absent a reason to believe that the child is at imminent risk to life, physical or mental health, or safety, an investigation and assessment of the suspicions will begin within twenty-four (24) hours of receipt of the report in accordance with ORC 2151.421 and OAC 5180:2-36-03.

CONSULTATION AMONG REQUIRED PARTICIPANTS

Cases of child abuse and neglect are routinely and continually evaluated to determine the need for collaboration and consultation with the parties to this memorandum. Consultations regarding circumstances that may cause harm or risk of harm to a child shall occur whenever deemed necessary by the parties. Consultations will be directed to accomplishing interventions that protect children and maintain families whenever possible.

LAW ENFORCEMENT

Contact with the law enforcement agency of proper jurisdiction will occur with each report alleging child sexual abuse. In addition, a referral will be made to the appropriate law enforcement agency when a case of child abuse and neglect appears to require the fact-finding expertise of law enforcement for the purpose of criminal investigation. SCJFS will adhere to standards and procedures for handling and coordinating joint investigations of reported cases of child abuse and neglect including sharing of investigative reports and procedures specific to cases which:

1. Involve out-of-home care child abuse or neglect;
2. Require third party investigative procedures and the assistance of law enforcement including addressing instances where law enforcement declines to assist SCJFS;
3. Require law enforcement to respond immediately;
4. Involve a child death in which abuse or neglect is suspected as the cause of death;
5. Involve alleged withholding of medically indicated treatment from disabled infants with life-threatening conditions;
6. Involve the death of a child who is in the custody of SCJFS in accordance with rule 5180: 2-42-89 of the Administrative Code.
7. Involve alleged child abuse and/or neglect constituting a crime against a child and require a joint assessment/investigation with law enforcement.
8. Involve allegations of human trafficking.

SCJFS will also collaborate with law enforcement when conducting its assessment/investigation and arriving at a final case decision no later than 60 days from the date the agency screened in the referral. This includes determining who will:

1. Interview the child(ren) subject to the report;
2. Interview the alleged perpetrator;
3. Interview institutional staff who have knowledge of the incident;

4. Interview other persons identified as information sources; and
5. Obtain necessary reports/documents from the institution.

OHIO STATE HIGHWAY PATROL, CANTON PATROL POST

SCJFS is responsible for screening in all reports of alleged child abuse and neglect which have been reported to have occurred at Indian River Juvenile Correction Facility operated by the Ohio Department of Youth Services (ODYS) and conducting a specialized assessment/investigation according to the procedures outlined in OAC 5180: 2-36-04. Both public children's services agencies and the Ohio State Highway Patrol have concurrent authority for responding to and conducting investigations of allegations of out-of-home care child abuse and out-of-home care neglect which originate in state institutions operated by the Ohio Department of Youth Services.

SCJFS shall notify the Ohio State Highway Patrol, Canton Patrol Post the next business day of screening in the report for assessment/investigation of the allegations contained in the report and commence coordination of the investigation. SCJFS and the Ohio State Highway Patrol will allow access to each other's records and information as needed.

SCJFS shall collaborate with the Ohio State Highway Patrol when conducting its assessment/ investigation and arriving at a final case decision no later than 60 days from the date the agency screened in the referral. This includes determining who will:

6. Interview the child(ren) subject to the report;
7. Interview the alleged perpetrator;
8. Interview institutional staff who have knowledge of the incident;
9. Interview other persons identified as information sources; and
10. Obtain necessary reports/documents from the institution.

PROSECUTING ATTORNEY'S OFFICE

Consultation regarding the legal issues relating to the effective delivery of child protective services occurs between the Legal Department of SCJFS and the office of the Prosecuting Attorney. The SCJFS Children Services Legal Department may consult with the Prosecuting Attorney whenever there is need for legal advice and interpretation or assistance is needed in the filing of complaints.

FAMILY COURT JUDGE

The Family Court Judge is consulted whenever there is need to assure that participants work together to ensure the safety of children and, whenever possible, the preservation of the family. The intervention of the Family Court Judge is necessary whenever a child's circumstance is such as to warrant the State to intervene on behalf of the child. The SCJFS Children Services Legal Department initiates the actions and consultations necessary to provide such interventions.

THE CHILDREN'S NETWORK

The Children's Network Child Advocacy Center is a facility where children who have been physically or sexually abused or children who have been exposed to violence can come for assessments, investigative and prosecutorial interventions, and therapeutic guidance. Specially designed interview rooms allow professionals to observe an interview via closed-circuit television, without being seen or heard.

The Children's Network is located at 213 Market Avenue North, Suite 200 in Canton, Ohio. It is a public/private partnership that is shared by professionals that work with these children and their non-offending family members. At the present time, representatives from the Stark County Prosecutor's Office, Stark County Job & Family Services, Lighthouse Family Center Ltd., Child and Adolescent Behavioral Health, Akron Children's CARE Center, and local law enforcement utilize the facility, although they are not employed by the Children's Network. These positions are on-loan from their respective agencies. These agencies support the multi-disciplinary team approach by supporting those professionals and covering their work-related expenses.

These protocols and preferred practices are offered as a guide to The Children's Network, Stark County's Child Advocacy Center to:

- Ensure a coordinated multi-disciplinary team response in child abuse cases.
- Ensure abused children in Stark County are offered services by professionals who have received specialized training.
- Help familiarize professionals with the procedures of the Multi-Disciplinary Team and the role of other professionals in assessing, investigating, prosecuting, and assisting abused children.

Each agency participating as a member of the Children's Network will follow the dictates and mandates of their agency as these protocols are not intended to supersede the dictates or mandates of the agencies participating at the Child Advocacy Center (CAC) only to clarify situations specific to the CAC.

These protocols and preferred practices cannot address every situation that may arise and do not attempt to do so. In situations not specifically covered herein, good judgment and consensus of the Multi-Disciplinary Team Case Review Core Panel shall determine the course of action that is most appropriate. The Multi-Disciplinary Team Case Review Core Panel is a group of individuals that represent the disciplines involved in the Multi-Disciplinary Team.

COORDINATING INVESTIGATIONS OF CHILD ABUSE AND NEGLECT

THIRD PARTY ASSESSMENT/INVESTIGATIONS

Third party investigations are conducted when SCJFS requests the assistance of law enforcement or another public children services agency due to a potential conflict of interest (e.g., employee or foster parent). SCJFS follows the requirements for conducting a third-party investigation as outlined in 5180: 2-36-08 of the Administrative Code. **(Exhibits #2 & #3)**

SPECIALIZED ASSESSMENT/INVESTIGATIONS

A Specialized Assessment/Investigation is an assessment/investigation conducted by SCJFS in response to a child abuse or neglect report and includes an alleged perpetrator who meets one or more of the following criteria:

- Alleged perpetrator is responsible for the care of a child in an out-of-home care setting as defined in rule 5180:2-1-01 of the Administrative Code. (e.g., a schoolteacher).
- Alleged perpetrator is responsible for a child's care in out-of-home care as defined in section 2151.011 of the Revised Code (e.g., a day camp counselor, a foster parent, a pre-finalized adoptive parent, an employee of a residential facility, or a licensed/approved childcare provider or facility).
- Alleged perpetrator has access to the child by virtue of his/her employment or affiliation with an institution. (e.g. A Boy/Girl Scout leader).
- Alleged perpetrator has access to the alleged child victim through placement in an out-of-home care setting.

SCJFS follows the requirements for a specialized assessment investigation outlined within rule 5180: 2-36-04 of the Administrative Code. **(Exhibits #2 & #3)**

INTRA-FAMILIAL ASSESSMENT/INVESTIGATIONS

Intra Familial assessment/investigation is conducted by SCJFS in response to a child abuse and/or neglect report and includes an alleged perpetrator who is one or more of the following:

- A member of the alleged child victim's family;
- Is known to the family or child and has had access to the alleged child victim, whether the access was known or authorized by the child's parent, guardian, or custodian.
- Is involved in a daily or regular care of the alleged child victim, excluding a person responsible for the care of a child in an out-of-home care setting (e.g., unlicensed/uncertified childcare provider).

SCJFS follows the requirements of investigating intra-familial assessment/investigations outlined in rule 5180: 2-36-03 of the Administrative Code. **(Exhibits #2 & #3)**

STRANGER DANGER ASSESSMENT/INVESTIGATIONS

Stranger Danger assessment/investigation is conducted by SCJFS in response to a child abuse report alleging a criminal act against a child of assault or sexual activity as defined under Chapter 2907. of the Revised Code, if the alleged perpetrator was unknown to the alleged child victim and the alleged child victim's family prior to the incident(s).

SCJFS follows the requirements of investigating stranger danger assessment/investigations outlined in rule 5180: 2-36-05 of the Administrative Code.

CHILD FATALITY BY SUSPECTED ABUSE OR NEGLECT

When the death of a child in the custody of SCJFS occurs, immediate steps will be taken to provide support to staff, caregivers, and family as appropriate. Any death of a child in custody of SCJFS or involved in an open case with SCJFS must be immediately reported to the Program Administrator, Deputy Director, and Chief Legal Counsel for Children Services. The agency record will be secured by the Program Administrator.

When the death of a child appears to be the result of suspected child abuse or neglect, SCJFS will follow procedures set forth in the Memorandum. A child fatality review team will be immediately assembled, including the Deputy Director, Program Administrator, Chief Legal Counsel for Children Services, the supervisor and assigned worker for the child and/or family, the supervisor and assigned resource family worker if pertinent and any non-involved representative or consultant designated by the Deputy Director. The review team will meet within 24 hours but no later than the next working day. Communication with the Director of Job and Family Services, the County Commissioners, prosecutor's office, media, or other involved agencies will be coordinated by the Deputy Director and Chief Legal Counsel for Children Services. If there are other children in the home of the parent or caregiver, an intake case will be opened for immediate assessment of the safety of other children in the home. **(Exhibit #4)**

DEATH OF A CHILD IN CUSTODY OF SCJFS

If the fatality involves a child in the custody of SCJFS, the following action must be taken:

- The caregiver must immediately contact SCJFS;
- SCJFS will notify the child's parent, guardian, or custodian. For children in permanent custody, SCJFS may notify the child's birth parent, previous guardian/custodian, or relatives as appropriate;
- SCJFS will notify the court and law enforcement agency with jurisdiction;
- SCJFS will notify the Ohio Department of Children & Youth (DCY), Canton District Office Technical Assistance Manager or Specialist. SCJFS will complete the Child Fatality/Near Fatality record in SACWIS;
- SCJFS will notify the Stark County Child Fatality Review Board;
- SCJFS will notify the SCJFS Quality Improvement Department;

- SCJFS will take responsibility for funeral arrangements and expenses for children in permanent custody and may assist the family in funeral planning and expenses for children in temporary custody. **(Exhibit #4)**

ALLEGED WITHHOLDING OF MEDICALLY INDICATED TREATMENT FROM DISABLED INFANTS WITH LIFE THREATENING CONDITIONS

SCJFS follows the requirements of intervening in cases involving alleged withholding of medically indicated treatment from disabled infants with life-threatening conditions as outlined in rule 5180: 2-36-07 of the Administrative Code. **(Exhibit #5)**

REQUESTING ASSISTANCE OF LAW ENFORCEMENT

SCJFS will request the assistance of law enforcement in accordance with OAC 5180: 2-36-03 which may include, but is not limited to:

1. SCJFS has reason to believe the child is in immediate danger of serious harm;
2. SCJFS has reason to believe the social worker is, or will be in danger of harm;
3. SCJFS has reason to believe that a crime is being committed, or has been committed against a child;
4. An exigent circumstance exists;
5. SCJFS must conduct a home visit after regular SCJFS business hours and a law enforcement escort is requested as standard operating procedure;
6. SCJFS is removing the child from his or her family via an order of the court and the assistance of law enforcement is needed as SCJFS has reason to believe the family will challenge the removal;
7. SCJFS must conduct an assessment/investigation at a known drug house and a law enforcement escort is needed;
8. SCJFS 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.
9. SCJFS is working with a family that has historically threatened to do harm to SCJFS staff.
10. The assistance of law enforcement needs to be invoked in accordance with the county child abuse and neglect memorandum of understanding.

INTERVIEWING THE CHILD WHO IS THE SUBJECT OF THE REPORT

Interviewing is the vehicle in Child Protective Services by which assessment and treatment are facilitated. Effective interviewing is a composite of knowledge, skills, preparation, experience, attitude, and abilities. Interviewing children alleged to be victims of child abuse and neglect calls for additional competencies. For example, a child's dependency

on parents, the level of maturity and the trauma experienced as a result of the abuse and neglect must be considered. Therefore, it is important that interviews be conducted by trained SCJFS social workers.

PERSONS WHO MAY INTERVIEW THE CHILD

In circumstances that may result in the filing of a criminal complaint or under conditions that suggest the need for fact finding expertise, the SCJFS forensic interviewer may interview the child. In addition, after consultation with the parties involved in the investigation, it may be determined that a trained counselor, therapist, psychologist, or other mental health professional should interview the child.

ELIMINATING UNNECESSARY INTERVIEWS

All parties agree to ensure that the child is not subjected to multiple interviews or required to make testimony unless necessary. Therefore, it is important to apply the practice of joint investigations and continuous communication with the interested participating investigating parties surrounding the process by which information from the child will be obtained. This process should include: the selection of the interviewer, if multiple parties/interests are involved; arrangements for observation of the interview in the least restrictive, most unobtrusive manner possible; and, whenever possible, sufficient time in advance of the interview to develop inquiries based on the information needed to avoid, or reduce, the need for multiple interviews.

INTERVIEWING THE ALLEGED PERPETRATOR

Pursuant to the Ohio Administrative Code 5180:2-36-03 the SCJFS worker shall advise the alleged perpetrator of the allegations made against him or her at the time of the initial contact with the person. The initial contact between SCJFS and the alleged perpetrator of the report includes the first face-to-face or telephone contact, whichever occurs first, unless law enforcement or the county prosecutor will interview the alleged perpetrator pursuant to the procedures delineated in this memorandum of understanding.

If there is not a safety risk to the alleged child victim, law enforcement can request the SCJFS worker not interview the alleged perpetrator. Law enforcement contact will serve as the contact required by rule for the SCJFS worker. A verbal request will be honored with a written request being forwarded when possible. **(Exhibit #6)** When possible, the interview will be completed jointly.

When law enforcement acts as the lead on the alleged perpetrator interview, law enforcement will ascertain, during the interview, the following information:

1. The alleged perpetrator's knowledge of the allegations;
2. Observe the interaction between the alleged child victim and caretaker, when applicable;
3. Obtain relevant information regarding safety and the risk of the child.

When applicable, law enforcement or the SCJFS worker will share the written report of their interview with the alleged perpetrator, within a reasonable time frame of the interview having occurred.

RESPONDING TO REPORTS

Reports involving individuals who aid, abet, induce, cause, encourage or contribute to a child or a ward of the juvenile court:

- a. To become a dependent or neglected child;
- b. To become an unruly or delinquent child; or
- c. To leave the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution.

Information will be obtained to allow for a reasonable determination of risk to the child involved and to ascertain whether a suspicion of child abuse and neglect is present. Referrals may be made to other departments for purposes of consultation, investigation, or service delivery depending on the circumstances surrounding the reported case. The departments to which such referrals may be made include but not limited to a law enforcement department of proper jurisdiction; the Family Court or other court of proper jurisdiction, particularly as it pertains to intake and probation/parole services; the Stark County Prosecuting Attorney, or other legal office of proper jurisdiction.

Missing child reports will be referred to the law enforcement agency of proper jurisdiction. Consultation and information sharing with law enforcement, prosecutor's offices and SCJFS will occur on behalf the missing child as it relates to the child's well-being and best interests.

REMOVING OR PLACING CHILDREN ON AN EMERGENCY OR NON-EMERGENCY BASIS

SCJFS operates on the premise that child protection is best provided in the context of the family. Protection is provided through the assurance of a safe, nurturing family environment that provides for the individualized needs of each child. However, when services offered to the family fail to protect the child(ren), removal of child(ren) may become a necessary act to protect the child(ren) from life threatening events or conditions.

Circumstances that indicate the necessity to remove a child from his parents or caretakers will result in the filing of a complaint for protective custody or emergency shelter with the Family Court. Conditions requiring the immediate removal of a child and the inability to file a complaint with the court may allow for a peace officer to remove the child from the care of his parents or their substitute if, "in the opinion of the peace officer and the reporting physician, removal is considered essential to protect the child from further abuse and neglect." Whenever possible and feasible, the peace officer will avoid removing a child from his or her residence or the place of the occurrence of the act of abuse or neglect pending contact with SCJFS personnel. However, when such contact is not possible, the

officer may take a child into custody when there are reasonable grounds to believe that the child is suffering from illness or injury and is not receiving proper parental care or is in immediate danger of his surroundings and immediate removal is necessary. **(Exhibit #7)**

FAILURE TO REPORT BY A MANDATED REPORTER

Whenever circumstances lead to a concern that a mandated reporter has failed to report, information surrounding the circumstances will be provided on the SCJFS prescribed form **(Exhibit #8)** and forwarded to the SCJFS Children Services Legal Department. The notice will proceed to the Stark County Prosecuting Attorney from the office of the SCJFS Legal Department.

UNAUTHORIZED DISSEMINATION OF INFORMATION

Circumstances and conditions resulting in the unauthorized dissemination of confidential information will be reported to the SCJFS Children Services Legal Department. When any person commits, causes, permits, or encourages unauthorized dissemination of confidential information, the SCJFS Children Services Legal Department will in turn give written notification of such unauthorized dissemination to the Stark County Prosecuting Attorney.

RECEIVING & INVESTIGATING CHILD ABUSE AND NEGLECT REPORTS IN THE EVENT OF A DISASTER

SCJFS will follow the procedures and guidelines outlined in the agency Disaster Recovery Plan when receiving and investigating child abuse and neglect reports in the event of a disaster. **(Exhibit #9)**

EFFECTIVE DATE

This MEMORANDUM OF UNDERSTANDING was placed in effect on December 3, 2025.

The MEMORANDUM OF UNDERSTANDING will be reviewed biennially. Recommendations for the revision of the plan may be sent to SCJFS at any time. Amendment to the MEMORANDUM OF UNDERSTANDING will occur when one of the following takes place:

1. Any changes in the operating procedures employed by the required participants pertaining to the issues set forth in the MEMORANDUM OF UNDERSTANDING.
2. Replacement of a *required participant* through election or appointment.

Resolution

Distribution

Stark County Commissioners

Journal
Service Provider
SCJFSAdopted 10/8/25

Subject **AGREEMENT WITH Coleman Professional Services dba
Coleman Health Services for Title XX - Prevention
and Intervention Services**

Commissioner Harold moved for the adoption of the
following

Resolution, which was seconded by Commissioner Smith:

WHEREAS, this Board of Stark County Commissioners received a request from Stark County Job and Family Services to enter into an Agreement with Coleman Professional Services dba Coleman Health Services for Title XX - Prevention and Intervention Services; and

WHEREAS, this Agreement shall be effective October 1, 2025, and continue through September 30, 2026. This Agreement shall not exceed Eighteen Thousand Nine Hundred Fifty-Nine Dollars and Twenty-Three Cents (\$18,959.23).

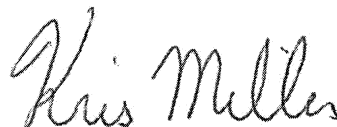
NOW, THEREFORE, BE IT RESOLVED, that this Board hereby approves and authorizes itself to sign and enter into the Agreement with Coleman Professional Services dba Coleman Health Services, which Agreement is incorporated herein by reference and made a part hereof the same as if rewritten herein in full.

Upon roll call the vote resulted as follows:

Mr. Regula - YesMr. Smith - YesMr. Harold - Yes

CERTIFICATE

I, Kris Miller, Purchasing Manager to the Board of Stark County Commissioners, hereby certify the foregoing to be a true and correct record of action adopted by the Board.



Kris Miller

BOARD OF STARK COUNTY COMMISSIONERS

Subgrant Agreement

RECITALS:

This Subgrant Agreement is entered into between the Board of Stark County Commissioners (hereinafter referred to as "Grantor") and **Coleman Professional Services dba Coleman Health Services** (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of the Social Services Block Grant, CFDA Number 93.667, Title XX – Base – FFY '26, and the Federal Department of Health and Human Services. This grant was awarded to the Ohio Department of Job and Family Services by the Federal Department of Health and Human Services on October 1, 2024, Federal Award ID 2501OHSOSR.

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "Grantor" means the Board of Stark County Commissioners.
- B. "Subgrantee" means Coleman Professional Services dba Coleman Health Services.
- C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Board of Stark County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Submit on a monthly basis the log of all calls received. This report will contain the time of the call, name of the caller if provided, and the time the referral was forwarded to the Grantor. This report will be sent by the fifth business day of each month to Suzanne Petricini, Intake Assessment Administrator at Suzanne.Petricini@jfs.ohio.gov.
- C. Submit the Monthly Provider Expenses in Performance of Title XX Purchased Services Contracts report to Stark County Job & Family Services (SCJFS) and the year-end reconciliation report of the negotiated unit rate to actual costs to SCJFS within 45 days of the termination date of this Agreement. Please note, the Monthly Provider Expenses in Performance of Title XX Purchased Services Contracts report also serves as the Subgrantee's monthly invoice.
- D. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded and determines compliance has not been achieved.
- F. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- G. Provide services in accordance with the proposal attached as **Exhibit A**.
- H. Provide services as defined in the current Title XX Comprehensive Social Services Plan (CSSP) for eligible participants per the Title XX County Profile (**attached as Exhibit B**), and as outlined in rule 5101:2-25-07 of the Ohio Administrative Code, and according to any priority policies/statements issued by SCJFS (**attached as Exhibit C**). Eligibility determination or specification is the sole responsibility of the Subgrantee.
- I. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **October 1, 2025**, through **September 30, 2026**, unless this Subgrant Agreement is suspended or terminated pursuant to Article VIII prior to the above termination date.

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

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. This grant is in the total amount of **Eighteen Thousand Nine Hundred Fifty-Nine Dollars and Twenty-Three Cents (\$18,959.23)**.

Local Matching Funds	\$ 0.00
State Funds	\$ 0.00
Federal Funds	\$ 18,959.23
Total	\$ 18,959.23

When match is required, the Subgrantee's signature on this Agreement is certification that the amount of local funds required for this Agreement will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety percent (90%) and one hundred percent (100%) of the cost of services. Counties may vary the required match from the Subgrantee from zero percent (0%) to fifty percent (50%). For this Agreement, the local match is zero percent (0%) of the total agreement amount.

- B. Payment will be made to Subgrantee on a fixed, unit cost basis as stated in **Exhibit A**, less the local match. The total cost shall not exceed the amount provided in Article V, Section A, above. Subgrantee shall bill Grantor monthly for reimbursement of disbursements incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, include dates of service, eligible client names, number of service units provided and charge(s) for such services. All invoices must be submitted to Stark County Job & Family Services (SCJFS), Children Services – Payment Processing, 221 3rd Street SE, Canton, Ohio 44702. Invoices received more than 30 days after the service month will be charged a 5% administrative fee against the invoiced amount and invoice payment will be reduced accordingly, unless good cause can be shown. For invoices received more than 60 days after the service month, SCJFS reserves the right to deny payment to the Subgrantee.

Grantor will make payment on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice clearly marked "Final," must be submitted within 60 days of the expiration date of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Board of Stark County Commissioners. If, at anytime, the Grantor determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Board of Stark County Commissioners fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Stark County.

- D. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for Financial Management Systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Performance and Availability of Funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than sixty (60) days after the end of the funding period, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used and accounted for as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 5. Real Property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

ARTICLE VI. RECORDS, DOCUMENTS & INFORMATION

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 1. Services provided to program participants;
 2. Administrative cost of services provided to program participants;

3. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of three (3) years after Subgrantee receives the last payment pursuant to this Subgrant. If an audit, litigation or similar action is initiated during this time period, Subgrantee shall retain such records until the action is concluded and all issues resolved or the three-year period expires, whichever is later.
 - D. Subgrantee agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Subgrant Agreement or with funds provided by this Subgrant shall become the property of Grantor, which shall have the unrestricted right to reproduce, distribute, modify, maintain and use in any way they deem appropriate. Subgrantee further agrees that it will not seek nor obtain copyright, patent or other proprietary protection for any materials or items produced under this Subgrant. Subgrantee also agrees that all materials and items produced under this Subgrant shall be made freely available to the general public unless Grantor determines that, pursuant to federal and state laws such materials are confidential.
 - E. All Grantor information which under the laws of ODJFS rules, is classified as public or private, will be treated as such by Subgrantee. Any questions as to whether the information is public or private shall be determined by Grantor. Subgrantee shall not use any information, systems, or records made available to it for any purpose other than to fulfill the specific Subgrant activities specified herein. Subgrantee and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of Grantor. The terms of this section shall be included in any contract or subgrant executed by Subgrantee for work under this Subgrant.
 - F. Subgrantee information which is proprietary and has been specifically identified by Subgrantee as proprietary shall be held to be confidential by Grantor. Proprietary information is information which, if made public, would put Subgrantee at a competitive disadvantage in the Subgrantee's market place and trade. Grantor reserves the right to require reasonable evidence of Subgrantee's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. Subgrantee must demonstrate that any information claimed as proprietary meets the definition of trade secrets found at Section 1333.61 of the Ohio Revised Code.
 - G. Subgrantee hereby agrees to current and ongoing compliance with 42 U.S.C. Section 1320(d) through 1320(d) 8 and the implementing regulations found at 45 C.F.R. 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that it has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at 221 3rd Street SE, Canton, Ohio 44702 within two (2) weeks of Subgrantee's receipt of any such audit report.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of

the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.

3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of Article VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that Grantor requires.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Grantor at 221 3rd Street SE, Canton, Ohio 44702. Notices to Grantor from Subgrantee that concern this award will be sent to the Grantor at 221 3rd Street SE, Canton, Ohio 44702.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to **5982 Rhodes Rd., Kent, OH 44240**.

- C. All notices in accordance with section A of this Article IX will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT & ASSIGNMENT

- A. **Amendment:** This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI, below, only a document signed by both parties may amend this Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.
- B. **Assignment of Interests:** Subgrantee agrees not to assign any interest in this Subgrant (including subcontracts and grants) and shall not transfer any interest in the Subgrant (whether by assignment or novation) without the prior written approval of Grantor. Such assignments and transfers shall be subject to such conditions as Grantor deems necessary and shall be submitted to the Grantor at least 10 (ten) days prior to the desired effective date. No approval by Grantor shall be deemed to provide for the incurrence of any obligation by Grantor in excess of the Subgrant amount specified in Article V of this Subgrant.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in an addendum hereto. Any addenda to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
1. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose upon any subgrantee(s) the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
 2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. **Procurement:** While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring:** Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-4-88. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.

5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL SUBGRANT CONDITIONS

By accepting this Subgrant and by executing this Subgrant Agreement, Subgrantee hereby certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Article XIII. The Subgrantee's certification of compliance with each of these conditions is considered to be a material representation of fact upon which Grantor has relied in entering into this Subgrant Agreement:

- A. If, at any time, the Subgrantee is not in compliance with the conditions certified and affirmed in this Article XIII, Section A, Grantor shall consider this Subgrant Agreement to be *void ab initio* and shall deliver written notice to Subgrantee. Any funds paid by the Grantor for work performed before the Subgrantee was notified that the Subgrant Agreement was deemed *void ab initio* shall be immediately repaid to the Grantor or an action for recovery may be commenced by the Grantor for recovery of said funds.
 1. **Qualifications to Conduct Business:** Subgrantee certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are currently operative. If at any time during the Subgrant period the Subgrantee becomes disqualified from conducting business in Ohio, for whatever reason, Subgrantee shall immediately notify Grantor in writing and shall immediately cease performance of the Subgrant activities.
 2. **Unfair Labor Practices:** Subgrantee certifies that neither Subgrantee nor any of its principles are on the most recent list established by the Ohio Secretary of State, pursuant to Section 121.23 of the Ohio Revised Code, which would identify Subgrantee as having more than one unfair labor practice contempt of court finding.
 3. **Finding for Recovery:** Subgrantee certifies that neither Subgrantee nor any of its principles are subject to a finding for recovery under Ohio Revised Code Section 9.24, or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the Grantor.
 4. **Liability Insurance:** Subgrantee hereby certifies that it has and will maintain insurance coverage according to the Certificate of Liability Insurance as attached to this Subgrant Agreement, which shall be provided by the Subgrantee's insurance carrier(s) upon entering this Subgrant Agreement (**attached as Exhibit D**). Subgrantee further pledges and guarantees that the Grantor, through SCJFS, shall receive written notification from the Subgrantee's insurance carrier(s) at least thirty (30) days prior to the cancellation of any said insurance.
- B. If, at any time, the Subgrantee is not in compliance with the conditions certified and affirmed in this Article XIII, Section B, Grantor may immediately suspend or terminate this Subgrant Agreement and deliver written notice to Subgrantee. Subgrantee will be entitled to compensation, upon submission of a proper invoice per Article V, only for work performed during the time the Subgrantee was in compliance with the provisions of this Article XIII, Section B. Any funds paid by the Grantor for work performed during a period when the Subgrantee was not in compliance with Article XIII, Section B, shall be immediately repaid to the Grantor or an action for recovery may be commenced by the Grantor for recovery of said funds.
 1. **ADA:** Subgrantee, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Equal Employment Opportunity:**
 - a. In carrying out this Subgrant, the Subgrantee shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The Subgrantee shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff

or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

- b. The Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices stating that the Subgrantee complies with all applicable federal and state non-discrimination laws. The Subgrantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age. The Subgrantee shall incorporate the foregoing requirements of this paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics Laws:** Subgrantee agrees that it will not promise or give to any Grantor employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Subgrantee agrees that it will not solicit any Grantor employee to violate state ethics laws found at Sections 102.03, 102.04, 2921.42 and 2921.43 of the Ohio Revised Code. Furthermore, Subgrantee certifies that the Subgrantee, its officers, members, and employees are in compliance with Section 102.04 of the Ohio Revised Code and that if Subgrantee is required to file a statement pursuant to section 102.04 (D) (23) of the Ohio Revised Code, a copy of such statement has been filed with the Grantor in addition to any other required filings.
4. **Conflict of Interest:** Subgrantee agrees that the Subgrantee along with its officers, employees and members have not, nor will they acquire, any interest, whether personal, business, direct or indirect, which is incompatible, in conflict with or would compromise the discharge and fulfillment of Subgrantee's functions and responsibilities under this Subgrant. If Subgrantee or its officers, employees, or members acquire any incompatible, conflicting or compromising personal or business interest, Subgrantee shall immediately disclose such interest in writing to: Grantor, 221 3rd Street SE, Canton, Ohio 44702. If any such conflicting interest develops, Subgrantee agrees that the person with the conflicting interest will not participate in any Subgrant activities until such time as Grantor determines that such participation would not be contrary to public interest.
5. **Child Support Enforcement:** Subgrantee agrees to cooperate with Grantor and any Child Support Enforcement Agency (CSEA) in ensuring that Subgrantee and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.
6. **Pro-Children Act:** In the event that the Subgrant activities call for services to minors, the Subgrantee shall comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services, and education to children under the age of 18.
7. **Drug-Free Workplace:** Subgrantee, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Subgrant agree to comply with all applicable state and federal laws, including, but not limited to, 29 C.F.R. Part 98 and 45 C.F.R. Part 76 regarding a drug-free workplace. The Subgrantee will make a good faith effort to ensure that all Subgrantee officers, employees, members, and subgrantees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Voter Registration:** If applicable, Subgrantee certifies compliance with The National Voter Registration Act of 1993.
9. **Fair Hearing:** If applicable, Subgrantee certifies it is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:6 of the Ohio Administrative Code.
10. **Referrals:** If applicable, Subgrantee certifies it is responsible for making need based referrals to SCJFS for public assistance and food stamps.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. **Independent Contractor:** For purposes of taxation, insurance and liability purposes, Subgrantee agrees that no agency, employment, joint venture or partnership has been or will be created between the parties to this Agreement. Subgrantee further agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums which may accrue as a result of funds received pursuant to this Subgrant.
- C. **Construction:** This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- D. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

SIGNATURE PAGE FOLLOWS

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Coleman Health Services
SFY 2025 Stark County JFS Title XX Screening Proposal

Service Code 758.01:

Provision of services or activities designed to provide early identification and/or timely intervention to support families and prevent or ameliorate the consequences of abuse, neglect, or domestic violence, or to assist in making arrangements for alternate placement or living arrangements where necessary. Such services may also be provided to prevent the removal of a child or adult from the home.

Include a narrative description of the program (multiple programs will require separate descriptions).

Coleman Health Services proposes to provide Screening of calls and responses to caller's needs on a case-by-case basis. The dates of this proposal are October 1, 2025 to September 30, 2026.

Calls will be screened according to these steps:

1. Receive and internally screen all calls relative to child abuse/neglect received on the "kids" telephone report line after Stark County Department of Job and Family Services (SCDJFS) working hours (8:00 a.m. to 4:30 p.m.), and on weekends and holidays.
2. Receive and internally screen all calls relative to elder abuse/neglect/exploitation received on the elder abuse telephone report line after SCDJFS working hours (8:00 a.m. to 4:30 p.m.), and on weekends and holidays.

Coleman will also maintain a log of all calls received. The log will, at a minimum, contain the following information: (1) time of call; (2) name of caller (if stated); and (3) time referral information was forwarded to SCDJFS's on-call worker and/or supervisor. The log will also be submitted to the SCDJFS on a monthly basis.

Coleman will notify the SCDJFS's on-call worker and/or supervisor of child abuse/neglect and elder abuse/neglect/exploitation referral information, with appropriate client identification, within five (5) minutes after ending a referral call. Any and all "permission to treat child" request calls must be forwarded to the SCDJFS's on-call supervisor.

Program description should include all services and the frequency of the services provided. Include educational and health-related services.

Coleman Health Services provides a Screening of all calls coming into SCDJFS's child and adult abuse and neglect reporting phone lines outside of SCDJFS's normal business hours. Coleman began providing this service to SCDJFS on August 1, 2018. The frequency of the utilization of this service is contingent on the frequency of calls received; however, Coleman will offer the Screening service to all callers after SCDJFS working hours (8:00 a.m. to 4:30 p.m.), and on weekends and holidays.

Coleman Health Services
SFY 2025 Stark County JFS Title XX Screening Proposal

Include credentials of staff associated with the program(s) or service(s).

Screenings are provided by Qualified Mental Health Professionals (QMHPs) or licensed clinicians. Specific qualification documentation can be provided upon request.

Identify and describe any treatment modality and the population intended to benefit from the services.

The Screening program is provided to individuals who call to report information pertinent to child or elder abuse and/or neglect for Stark County residents. The program is designed to ensure the safety of all members of the Stark County community by giving 24/7 access to the abuse/neglect reporting system.

Identify anticipated outcomes (efforts to reduce symptoms, increase functioning) and goal-related time frames to meet outcomes as identified.

Having a functional Screening program 24/7 will allow for cases of alleged abuse and/or neglect to be reported that might not have been reported because of timeliness or willingness to wait until normal operating hours to call. Through this process, it is expected that SCDJFS will be able to address the immediate safety risks of two vulnerable populations (children and elderly) and provide immediate intervention when necessary.

Describe the measurements that are applied to the individual or family's progress in meeting the anticipated outcomes and how that information will be conveyed to SCJFS.

The number of Screenings will continue to be documented on Coleman's call log and will be submitted to SCDJFS on a monthly basis.

Explain how and where the needs of each individual or family will be met.

Calls will be received at Coleman Crisis Services which is located at 2421 13th Street NW, Canton, OH 44708. From there, the needs of callers will be evaluated on a case-by-case basis. Staff will contact the SCDJFS on-call worker or SCDJFS supervisor as deemed appropriate.

Identify any additional or specialized services or resources that will be made available as appropriate.

In addition to screening calls and notifying SCDJFS, Coleman will also be available, as it is for the whole community, for referrals for any service at Coleman Crisis or at any of our other locations as is deemed appropriate and necessary. This will be on a case-by-case basis.

Coleman Health Services

SFY 2025 Stark County JFS Title XX Screening Proposal

Provide a listing of the cost(s) associated with the specified service that is to be provided.

Presumably, the cost will be reflected as an hourly or unit rate.

See attached budget documents.

CONFIDENTIAL, THIRD PARTY & SPECIALIZED INVESTIGATIONS

Stark County Job & Family Services

POLICY NO.: CS 2001.0008.07 *Requires DCY notification when revised ORC: 2151.421; 5153.16; 5153.176 OAC: 5180: 2-36-04; 2-36-08; 2-36-12; 2-5-13(A)(19) CATEGORY: Legal, Juvenile Court & Custody Issues	Original: 02/21/01 Third Party Investigations Revision(s): 04/02/04; 06/01/07; 09/01/08; 06/22/09; 12/01/10; 06/04/12; 02/14/25 Reviewed: 02/14/25 Related Form(s): Notification to Licensing and Supervising Authorities of Reports of Child Abuse or Neglect; Related Policy(ies): CS 1993.0003 Records, Confidentiality & Dissemination; SCJFS 2009.0006 Confidentiality of SCJFS Records & Information
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CHILDREN SERVICES

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|--|---|--------------------------------|
| ☒ All SCCS Staff | ☐ Family Services/Ongoing | ☐ Legal |
| ☐ Adoption | ☐ Fiscal | |
| ☐ Assessment/Intake | ☐ Foster Care/Family Resources | |

POLICY

Stark County Job and Family Services (SCJFS) requires the completion of third-party and specialized investigations when a potential conflict of interest could result, and in cases requiring an enhanced level of confidentiality.

PROCEDURE

SCJFS shall conduct a third-party or specialized investigation when the following parties are involved as principals:

Third Party

1. 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.
2. A foster caregiver, pre-finalized adoptive parent, adoptive parent, relative, or kinship caregiver who is recommended, approved or supervised by SCJFS.
3. Any employee, or agent of DCY or SCJFS as defined in Chapter 5153 of the Revised Code.
4. Any authorized person representing DCY or SCJFS who provides services for payment or as a volunteer.
5. A Type B family childcare home or Type A family childcare home licensed by DCY when SCJFS has assumed the powers and duties of the county children services function defined in Chapter 5153 of the Revised Code.
6. 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.
7. Anytime SCJFS determines that a conflict of interest exists. SCJFS will document in the case record if a conflict of interest is identified.

Specialized

1. The alleged perpetrator 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.
2. The alleged perpetrator 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.

3. The alleged perpetrator has access to the alleged child victim by virtue of their employment or by affiliation to an organization as defined in section 2151.011 of the Revised Code.
4. The alleged perpetrator has access to the alleged child victim through placement in an out-of-home care setting.

Specialized/Confidential Cases shall be assigned, and access to those case files, both electronic and physical files will be restricted in a manner that will protect confidentiality.

Any cross referrals will be completed according to OAC 5180: 2-36-12.

Assignment and Access

1. Employees shall not be assigned or have access to case information in which the employee has an association with the case, including cases in which the customer is a personal friend of the employee, the employee is a party to the case, or the employee's relative, including biological relative and relative by marriage, is a party to the case. If an employee is assigned to work on a case and the employee has an association with the case, the employee is required to notify the appropriate supervisor immediately for determination on reassignment.
2. Case records involving employees of SCJFS or DCY and other sensitive files may only be accessed upon approval of a Program Administrator. These records will be secured separately from other files and access will be restricted in CCWIS to the Director, Deputy Director, Chief Legal Counsel, Program Administrator, assigned supervisor, and assigned worker.

Violation of confidentiality by an employee will result in immediate action and will be grounds for advanced disciplinary action up to and including discharge.

Procedures in third-party investigations and specialized investigations will be in accordance with all applicable OAC 5180:2-36-04; 2-36-08, and ORC requirements.

ASSESSMENT/INVESTIGATION DETERMINATION

Stark County Job & Family Services

POLICY NO.: CS 2008.0003.03 ORC: OAC: 5180: 2-1-01; 2-36-03; 2-36-04; 2-36-05; 2-36-08; 2-36-09; 2-36-10; 2-42-18; 2-42-19; 2-42-60 CATEGORY: Intake & Investigations	Original: 03/01/08 Revision(s): 06/12/12; 02/02/21; 02/10/25 Reviewed: 02/02/21; 02/10/25 Related Form(s): Related Policy(ies):
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CHILDREN SERVICES

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|---|---|--------------------------------|
| ☐ All SCCS Staff | ☐ Family Services/Ongoing | ☐ Legal |
| ☐ Adoption | ☐ Fiscal | |
| ☒ Assessment/Intake | ☐ Foster Care/Family Resources | |

POLICY

Stark County Job & Family Services (SCJFS), Children Services Division shall determine the type(s) of assessments/investigations using the criteria outlined in this policy.

PROCEDURE

There are four types of assessments/investigations:

Intra Familial Assessment/Investigation

An intra familial assessment/investigation is conducted by SCJFS in response to a child abuse and/or neglect report and includes an alleged perpetrator who is one or more of the following:

- A member of the alleged child victim's family;
- Has sanctioned or continued access to the alleged child victim;
- Is involved in the daily or regular care of the alleged child victim, excluding a person responsible for the care of a child in an out-of-home care setting (e.g., unlicensed/uncertified childcare provider).

SCJFS follows the requirements for investigating intra-familial assessment/investigations outlined in rule 5180: 2-36-03 of the Administrative Code.

Specialized Assessment/Investigation

A specialized assessment/investigation is an assessment/investigation conducted by SCJFS in response to a child abuse or neglect report and includes an alleged perpetrator who meets one or more of the following criteria:

- Alleged perpetrator is responsible for the care of a child in an out-of-home care setting as defined in rule 5180: 2-1-01 of the Administrative Code. (e.g., a schoolteacher);
- Alleged perpetrator is responsible for a child's care in out-of-home care as defined in section 2151.011 of the Revised Code (e.g., a day camp counselor, a foster parent, a pre-finalized adoptive parent, an employee of a residential facility, or a licensed/approved childcare provider or facility).
- Alleged perpetrator has access to the child by virtue of his/her employment or affiliation with an institution. (e.g. A Boy/Girl Scout leader).
- Has access to the child through placement in an out-of-home care setting.

SCJFS follows the requirements for a specialized assessment/investigation outlined within rule 5180: 2-36-04 of the Administrative Code.

Third Party Investigations

Third party investigations are conducted when SCJFS requests the assistance of law enforcement or another public children services agency due to the potential conflict of interest (e.g., employee, foster parent). SCJFS follows the requirements for conducting a third-party investigation outlined in rule 5180: 2-36-08 of the Administrative Code.

Dependency Reports

Dependency investigations are conducted in the same manner as intra familial assessment/investigations except there is no identified alleged perpetrator and the alleged child victim (ACV) meets one or more of the following criteria:

- The ACV is homeless or destitute or without adequate parental care, through no fault of the child's parents, guardian, or custodian.
- The ACV lacks adequate parental care as defined in section 2151.011 of the Revised Code.
- The ACV's condition or environment is such to warrant the state, in the best interests of the child, in assuming the child's guardianship.
- The ACV is residing in a household in which a parent, guardian, custodian or other member of the household committed an act that was the basis of adjudication of a sibling or any other child in the home as an abused, neglected, or dependent child; and because of the circumstances surrounding the abuse, neglect, or dependency of the sibling or other child and the other conditions in the household of the ACV, the ACV is in danger of being abused or neglected by that parent, guardian, custodian, or member of the household.

SCJFS follows the requirements for conducting a dependent child assessment/investigation as outlined in rule 5180: 2-36-09.

In addition to the above-mentioned types of reports, SCJFS may assist families when services are being requested and/or provided. This report category is called Family in Need of Services (FINS) in which a request has been made for SCJFS to provide or facilitate one or more of the following types of services requested by a family as outlined in 5180: 2-36-10:

1. Adoption Subsidy Report
2. Child Fatalities that are not a result of abuse/neglect
3. Courtesy Supervision
4. Deserted Child (Safe Havens)
5. Home Evaluation/Visitation Assessments
6. Permanent Surrender
7. Post-Finalization Adoption Services
8. Postnatal Placement Services to an Infant of an Incarcerated Mother
9. Preventive Services (request must come from parent)
10. Required Non-Lead Public Children Services Agency interviews
11. Stranger Danger Investigation
12. Unruly/Delinquent Youth
13. Interstate Compact for the Placement of Children
14. Alternative Response required non-lead PCSA contacts
15. Interstate Compact on Adoption and Medical Assistance (ICAMA)

CHILD FATALITY

Stark County Job & Family Services

POLICY NO.: CS 1990.0001.07 *Requires DCY Licensing notification when revised ORC: OAC: 5180: 2-33-21; 2-36-01; 2-42-89; 2-5-13 (A) Category: Legal, Juvenile Court & Custody Issues	Original: 11/29/90 Death of a Child in Custody Revision(s): 03/17/96; 07/2/02; 04/2/04; 02/1/08; 06/1/08; 02/9/16; 02/24/25 Reviewed: 02/24/25 Related Form(s): JFS 01987; Child Fatality Review Form Related Policy(ies):
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CHILDREN SERVICES

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| ☒ All SCCS Staff | ☐ Family Services/Ongoing | ☐ Legal |
| ☐ Adoption | ☐ Fiscal | |
| ☐ Assessment/Intake | ☐ Foster Care/Family Resources | |

POLICY

When the death of a child in the custody of Stark County Job & Family Services (SCJFS) or involved in an open case with SCJFS occurs, immediate steps will be taken to provide support to staff, caregivers, and family as appropriate.

PROCEDURE

Any death of a child in custody of SCJFS or involved in an open case with SCJFS must be immediately reported to the Program Administrator, Assistant Deputy Director, Deputy Director and Chief Legal Counsel for Children Services. The agency record will be secured by the Program Administrator.

When the death of a child appears to be the result of suspected child abuse or neglect, procedures set forth in Ohio Administrative Code (OAC) 5180: 2-36-01 will be followed. The Program Administrator(s) of the assigned worker(s) will coordinate a meeting with all involved staff, including but not limited to the assigned worker(s), supervisor(s), program administrator(s), Assistant Deputy Director, Deputy Director, and Chief Legal Counsel, as appropriate, within 10 working days of the fatality. The meeting will consist of a case review as well as an update regarding the status of the current investigation and plan of action moving forward. Communication with the Executive Director of SCJFS, the County Commissioners, prosecutor's office, media, or other involved agencies will be coordinated by the Deputy Director of Children Services and Chief Legal Counsel for Children Services, as appropriate.

If the child is in the custody of SCJFS, the agency will follow procedure as outlined in OAC 5180: 2-33-14, including but not limited to:

- The caregiver must immediately contact SCJFS;
- SCJFS will notify the child's parent, guardian, or custodian within one hour of its knowledge of the child's death. For children in permanent custody, SCJFS may notify the child's birth parent, previous guardian/custodian, or relatives as appropriate;
- SCJFS will notify the law enforcement agency with jurisdiction within one hour of its knowledge of the child's death;
- SCJFS will record the fatality/near fatality information in SACWIS;
- SCJFS will notify the Stark County Child Fatality Review Board;
- SCJFS will notify the Children Services Quality Improvement Department;
- SCJFS will take responsibility for funeral arrangements and expenses for children in permanent custody and may assist the family in funeral planning and expenses for children in temporary custody.

All notifications and actions will be coordinated with the Program Administrator, Assistant Deputy Director, and Deputy Director of Children Services including the decision as to who will make the appropriate notifications to assure sensitivity to family, caregivers, staff, and other involved parties. SCJFS will adhere to all guidelines set forth in OAC 5180: 2-33-21 regarding confidentiality and dissemination of information.

WITHHOLDING OF MEDICALLY INDICATED TREATMENT FOR DISABLED INFANTS WITH LIFE THREATENING CONDITIONS

Stark County Job & Family Services

POLICY NO.: CS 1998.0004.04 ORC: OAC: 5180: 2-35-77; 2-36-07; 2-33-26 Category: Child Health Care	Original: 07/06/98 Cases Involving Alleged Withholding from Disabled Infants Revision(s): 04/02/04; 02/01/08; 11/10/22; 12/02/25 Reviewed: Related Form(s): Related Policy(ies):
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CHILDREN SERVICES

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| ☐ All SCCS Staff | ☒ Family Services/Ongoing | ☒ Legal |
| ☒ Adoption | ☐ Fiscal | |
| ☒ Assessment/Intake | ☒ Foster Care/Family Resources | |

POLICY

Stark County Job & Family Services (SCJFS), Children Services Division will adhere to the following procedure when a referral of child abuse and/or neglect involving alleged withholding is received.

PROCEDURE

When SCJFS screens in a child abuse and/or neglect report involving alleged withholding, SCJFS shall engage in the following activities within **one hour** of the screening decision:

- Contact the appropriate health care facility's administrator or designee, if not the original referent to obtain information regarding the condition of the infant.
- SCJFS will seek the assistance of a qualified medical consultant to evaluate the child's medical information, including medical records obtained during the preliminary medical assessment.

When SCJFS screens in a child abuse and/or neglect report involving alleged withholding, SCCS shall engage in the following activities within **twenty-four hours** of the screening decision:

- Provide verbal notification to the disabled infant's parent, guardian, or custodian that SCJFS received information alleging that a disabled infant with a life-threatening condition has not received medically indicated treatment.
- In cooperation with the medical consultant, conduct interviews of the attending physician and health care facility staff to obtain all of the following information:
 1. The measures that the appropriate health care facility has taken to provide medically indicated treatment to a disabled infant.
 2. Whether the disabled infant's attending physician, with the consent of the disabled infant's parent, guardian, or custodian, will sustain needed life-supporting care for twenty-four hours while SCJFS continues the assessment/investigation.
 3. The condition of and risk to the infant including:

- Whether the infant is chronically and irreversibly comatose.
 - Whether the provision of medical treatment would merely prolong dying, not be effective in ameliorating or correcting all of the disabled infant's life-threatening conditions or otherwise be futile in terms of the survival of the disabled infant.
 - Whether the provision of medical treatment would be virtually futile in terms of the survival of the disabled infant and the treatment itself under such circumstances would be inhumane.
4. Plans made to convene a meeting of the health care facility review committee or to adopt the recommendations of the appropriate health care facility review committee if a meeting was held.
 5. Confirm the disabled infant's age and diagnosis(es).
 6. Determine if the disabled infant's life is endangered; if the withholding of life-sustaining treatment is recommended and is the withholding is implemented.
 - a. Identify the treatment necessary for the disabled infant's life or health being denied.
 - b. Determine if sustenance (food or water, whether given orally or through intravenous or nasogastric tube) or medication is being denied.
 7. Determine if the parent, guardian or custodian refused to consent to the life-sustaining treatment.
 8. Determine if the hospital will sustain life-supporting care for the immediate future while the PCSA's assessment/investigation is conducted.
 9. Identify the treatment or sustenance being provided to the disabled infant, if applicable.
 10. Determine if there is consensus regarding the medical diagnosis(es) among the treatment team and identify and document if there were/have been any differing opinions among the treatment team.
 11. Document the names and qualifications/credentials of all medical consultants involved.
 12. Determine which members of the treatment team discussed the case with the parent, guardian or custodian.
 13. Determine if a hospital review process has occurred and document the process and recommendations, if applicable.
- If the disabled infant is receiving medically indicated treatment with or without court intervention and there is sufficient documentation that the treatment will continue to be provided, SCJFS shall terminate assessment/investigative activities.
 - If after reviewing the information obtained from the appropriate health care facility, a determination is made that the disabled infant is a neglected child as defined in division (C) of Section 2151.03 of the Revised Code due to the withholding of medically indicated treatment, then SCJFS shall immediately:
 1. Conduct face-to-face interviews with the infant's parent, guardian, or custodian to discuss the purpose of the assessment/investigation, complete an assessment/investigation pursuant to rule 5180:2-36-03 of the Administrative Code, and seek consent to provide medically indicated treatment.

2. If consent is not obtained, request assistance from the county prosecutor or the city director of law in order to obtain an emergency court order granting authorization to provide medical care and treatment.
- Upon completion of the investigation, SCJFS will make the appropriate notifications as outlined in OAC 5180: 2-36-07 (Q-S).
 - SCJFS shall monitor the case through regular contact with the appropriate health care facility designee to determine whether the medically indicated treatment is being provided. The prosecuting attorney or city director of law shall immediately be notified when there is failure to provide care and treatment to the disabled infant.
 - SCJFS shall assist the parent, guardian, or custodian in contacting agencies that provide services for infants with disabilities and their families including agencies that provide financial support or reimbursement of costs for medical and rehabilitative services.
 - SCJFS shall record all activities performed in the case record.

SCJFS utilizes the listing of health care facilities including, name, address, and telephone number within Stark County through the Stark County Health Department website at www.Starkhealth.org under the tab Community Health Assessment, Stark County Community Health Assessment Report.



Executive Offices

221 3rd Street SE
Canton, OH 44702
Phone: (330) 452-4661

Human Services

221 3rd Street SE
Canton, OH 44702
Phone: (330) 451-8861

Children Services

402 2nd Street SE
Canton, OH 44702
Child Abuse/Neglect:
(330) 455-KIDS

Child Support

221 3rd Street SE
P.O. Box 21337
Canton, OH 44702
Phone: (330) 451-8930

Law Enforcement Officer Alleged Perpetrator Interview Sign-Off

Date _____

CPS Case ID: _____

CPS Worker's Name

ACV Name

CPS Supervisor's Name

I, ____ Detective _____, representing
_____ jurisdiction request the CPS worker not have any
contact with the AP _____ due to a pending criminal
investigation for the above mentioned ACV. When said interview is completed I will
notify the Stark County Children Services Supervisor at 330-451-8044 of the outcome
and provide a copy of the police report.

Signature of Law Enforcement Officer

Date

Phone Number

CHILD REMOVAL

Stark County Job & Family Services

POLICY NO.: CS 2008.0007.03 ORC: OAC: 5180: 2-39-01; 2-39-03; Category: Substitute Care	Original: 07/01/08 Revision(s): 04/01/10; 05/14/25 <i>Reviewed: 05/14/25</i> Related Form(s): Related Policy(ies): Indian Child Welfare Act Compliance; Kinship Notification; Visitation
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CHILDREN SERVICES

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| ☐ All SCCS Staff | ☒ Family Services/Ongoing | ☐ Legal |
| ☒ Adoption | ☐ Fiscal | |
| ☒ Assessment/Intake | ☒ Foster Care/Family Resources | |

POLICY

Removing a child from the home can be a traumatic and life altering experience for both the child and the family. Stark County Job and Family Services (SCJFS), Children Services Division makes reasonable efforts to prevent removal of a child from their home whenever possible.

PROCEDURE

Reasonable effort is defined as including an assessment of risk and safety to a child if the child remains in the home versus the risk of trauma to the child if removed. The assessment includes:

1. determining child and family needs to reduce risk to a satisfactory level,
2. identifying needed and available services,
3. creating options based on alternatives identified by the family.

Only when the worker has examined and exhausted viable options or the court orders that reasonable efforts are not necessary, does the agency remove the child from the home. The determination to do so may be made upon entering the home in response to a report or after weeks or months of working with the family to ameliorate the problems which caused the family's involvement with SCJFS. The determination of reasonable efforts is contingent upon the availability of supportive services in the community, system supports of the extended family unit, or the opportunity for the agency to provide reasonable efforts. The worker should routinely inquire if parents are of Native American heritage. If the worker has knowledge that the child(ren) is Native American, the worker must follow the guidelines outlined in the agency Indian Child Welfare Act Compliance policy.

Procedure Steps

1. A removal from the home should be made when the level of risk to the child is such that the child is in imminent danger if the child remains in the home and one or more of the following exist:
 - a) the primary caregiver and adults in the household can not be located nor can a safety plan be implemented;
 - b) there are no appropriate alternatives expressed by the family, which are realistic and immediately accessible;

- c) there are no services immediately accessible which would reduce the risk making the children safe and keeping the family intact;
 - d) The agency has documented the family's unwillingness to participate in the case plan over an extended period, and risk is unable to be reduced.
2. The worker and supervisor will, together, determine whether to remove children from the home. When removal is necessary, the worker should involve the parents, if possible, in assuring the children are made aware of the reasons for the removal and the process that will follow. The supervisor and/or worker will notify and coordinate investigation and removal with the appropriate local law enforcement. The worker should review with the parents at the time of removal or within 24 hours if removal was an emergency; planning for visitation and follow the SCJFS Visitation policy.
 3. In attempting to prevent removal of the child(ren) by court order, the worker may attempt removal of the offender from the home voluntarily with a safety plan in place for the family or alternatively, remove the child to an appropriate relative's or third party's home with a safety plan.
 4. When the worker and supervisor begin to discuss the need for custody to SCJFS, emergency or planned, a legal staffing will be scheduled. The worker will file a complaint in Juvenile Court for Temporary Custody and request the Judge or Magistrate sign the Pickup Order. After the emergency temporary custody is granted, the worker will complete the necessary court paperwork (Pre-Trial packet, etc.).
 5. The agency must determine there are no family members, friends, or others who could assure the child's immediate safety, and that further harm to the child would occur without immediate removal from the home. SCJFS will ensure that proper notification is sent to all grandparents and other adult relatives explaining the options and requirements related to their participation in the care and placement of the child in accordance with the Kinship Notification policy.
 1. After hours, the worker and law enforcement agree to placement through Juvenile Rule 6.
 2. Worker will meet with Placement staff to complete a fact sheet for each child needing placement.
 6. Once a placement is identified, the worker will plan to move the child to the -placement by contacting the parties involved. The worker and supervisor should determine with the substitute caregiver what information will be provided to the parents regarding the location of the home. The worker must discuss with the foster parents/caregivers their wishes about the release of their addresses and phone numbers. This information will not be released without the foster parent's/caregiver's permission. However, discuss with them the child's need to have contact with family members through visitation and phone calls, and be prepared to participate in the planning for these contacts. Consideration must be given to the safety and well-being of both the child and the substitute caregivers.
 7. Whenever possible, a pre-placement visit should occur.

8. Prior to placing a child, obtain a "placement packet". Forms contained in the packet, and identified on the checklist, must be completed, as appropriate, for each placement.
9. The worker should attempt to obtain as much medical, daily routine and other important information about the child as possible (e.g. eating, sleeping, medications, favorite toy, cultural practices, etc.) to share with the substitute caregivers upon placement. The workers should discuss with the parents how contact can be maintained with the family and cultural or tribal community. This can be best accomplished by completing the placement forms available in the agency placement packet or identified on the placement checklist.
10. To assist the child(ren) with the separation and loss caused by the removal from their home, the following must be addressed:
 - a) Let the child know that he must be removed from the home and tell the child why in terms the child will understand.
 - b) Let the child know he won't be left alone – tell the child when and how the worker can be contacted.
 - c) Give the child the worker's card with after-hours phone numbers and the best times to call during the day. Don't make any statements about when the child will return home – make no promises that can't be kept.
 - d) Ask whom the child would like to call or visit; get phone numbers and addresses of those individuals.
 - e) Talk about where the child will go – how many other children, pets, where the child will sleep, the names of the foster family, and where the family lives.
 - f) Tour the foster home/new home with the child.
 - g) Talk about the school the child is leaving and the school the child will attend. Does the child need anything picked up at the old school? If so, make certain these items are retrieved.
 - h) Children shall be free to express and practice their religious or spiritual beliefs so long as doing so does not jeopardize the safety or well-being of the child. Staff assigned to work with the child need to be involved in assuring that the religious or spiritual development of a child in custody is facilitated based upon the wishes of the child and parent/guardian, including assisting the child in obtaining transportation services and resolution of differences between the child and parents regarding spiritual/religious practices.
11. The worker should stay with the child and family to help establish a comfort level for the child before leaving.
12. The worker should process reasons for removal with the child after placement as well as the child (ren)'s reactions and adjustment to the placement.
13. If the child is with a caregiver who is not a foster parent, the worker should review with the parents and caregiver: the resources available to them; the concurrent planning procedure; the time frames for the case plan reviews; the need for safety and permanence; the importance of continued involvement with the child (ren) and the agency at meetings, appointments, and all aspects of planning for the child (ren)'s care

and well being. The worker is responsible to support, encourage, and review the religious-spiritual development of the child with the parent, caregiver or guardian.

14. The worker will also discuss separation and loss with the parents and any siblings remaining in the home. The worker will discuss with the parents any needs related to domestic violence, substance abuse, or mental illness.
15. A color photo of the child must be taken and placed in the child's record or stored electronically within 30 days of placement. An updated color photo of the child will be placed in the record or stored electronically annually thereafter if the child remains in SCJFS custody.

FAILURE TO REPORT OR FALSIFYING A CA/N REPORT

Stark County Job & Family Services

POLICY NO.: CS 2008.0016.00	Original: 06/23/08
ORC: 2151.421; 2151.99; 2921.14	Revision(s):
OAC:	<i>Reviewed: 02/01/21; 02/10/25</i>
CATEGORY: Intake & Investigations	Related Form(s):
	Related Policy(ies):

CHILDREN SERVICES

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|---|---|---|
| ☐ All SCCS Staff | ☒ Family Services/Ongoing | ☒ Legal |
| ☐ Adoption | ☐ Fiscal | |
| ☒ Assessment/Intake | ☐ Foster Care/Family Resources | |

POLICY

Stark County Job and Family Services (SCJFS), Children Services Division will follow the procedure outlined below in regard to failure to report or falsifying a child abuse/neglect (CA/N) report.

PROCEDURE

According to ORC 2151.99, any mandated reporter who fails to report suspected child abuse or neglect, as required by ORC 2151.421, is guilty of a misdemeanor of the fourth degree.

Any mandated reporter, required to report who fails to report when knowing that a child has been abused or neglected and knowing that the person who committed the abuse or neglect was a cleric or another person other than a volunteer, designated by a church, religious society, or faith, is guilty of a misdemeanor of the first degree if the person who has failed to report and the person who committed the abuse or neglect belong to the same church, religious society, or faith.

The person who fails to report is guilty of a misdemeanor of the first degree if the child 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 person who should have made the report.

According to ORC 2921.14, no person shall knowingly make or cause another person to make a false report alleging that any person has committed an act or omission that resulted in a child being abused or neglected (CA/N).

Whoever violates this section is guilty of making or causing a false report of child abuse or child neglect, a misdemeanor in the first degree.

SCJFS is committed to tracking failure to report and false/malicious reports; this includes referring such reports to the appropriate agency by following the steps outlined:

1. When a SCJFS employee believes that a mandated reporter (as defined in ORC 2151.421) has failed to make a report or that a false/malicious report has been made, the employee should discuss this matter with his/her supervisor to determine if this report meets the following criteria:

Criteria for failure to report include:

- Name of the mandated reporter who failed to report
- Evidence that the mandated reporter had prior knowledge of alleged CA/N
- Caseworker knowledge that mandated reporter had prior knowledge of CA/N
- Whether or not mandated reporter holds a professional license.

Criteria for false reports include:

- Name of the referent
- Evidence of a pattern of false reporting
- Social Services Worker knowledge that the individual has or has expressed malicious intent
- Lack of evidence regarding the allegations

An example of failure to report is the agency receives a referral from a parent about a child who has been sexually abused by their former spouse, the child's father, for the past year. Father does not live in the home; the abuse occurs on visits. Child has been in counseling for the past two years since the divorce. The child disclosed the abuse in a counseling session and the counselor never reported it.

An example of a false/malicious report is a reporter alleging that a child currently has multiple marks and bruises as a result of a beating. A prompt face-to-face contact and examination of the Alleged Child Victim (ACV) did not reveal any marks or bruises on the child.

2. The social services worker and supervisor will consult with the Program Administrator of Assessment/Intake and the SCJFS, Children Services Legal Department to discuss the failure to report by a mandated reporter or the false/malicious report.
3. If deemed appropriate, the SCJFS, Children Services Legal Department will contact the Stark County Prosecutor's Office for further direction.

Stark County Job and Family Services

Emergency Response/Disaster Preparedness Plan

The following plan outlines steps to be taken to maintain basic service delivery by the agency in the event of a disaster. A disaster is defined as any incident that compromises the ability to provide basic mandated services for an extended period of time due to damage to the physical location of an agency building, failure of infrastructure of the building(s) or an incident that damages homes, businesses, streets and community infrastructures which results in an increase in demand for essential agency services.

- This plan includes strategies for back-up systems to provide mission critical services in all agency divisions.
- This plan includes guidelines for personnel notification regarding reporting for work and which key personnel are needed.
- This plan includes a process to ensure emergency evacuation of agency facilities in the event of infrastructure failures and alternate work locations.
- This plan includes a communication plan for agency personnel and the public so that essential services may be provided to the community.
- This plan will be communicated to all agency employees and provided as a resource in hard copy and on the agency inner web for reference.

.... Response Teams

The following Response Teams under the direction of the Executive Director (or designee) will support the recovery efforts of each division when the plan is invoked. One member of each Response Team will be appointed the Team Leader and will be a member of the Agency Response Team. The Agency Response Team will be the communication hub and coordinate the efforts of the agency recovery.

*Administration/Communications
Child Support Division
Children Services Division
Human Services Division*

*Facilities
Information Systems
Human Resources
Support Services*

Each section will appoint a response team in their area to be the coordinators of the plan and communication point for their area of responsibility.

In the event that the disaster affects only one division or a limited number of areas, the Executive Director may modify the Stark JFS Response Team as necessary.

. . . . Essential Personnel in Event of a Disaster

Program Area and Section	Service Description	Identified Staff
Administration/Communications	Makes high level decisions regarding agency policy and direction; communicates with Staff, ODJFS, local officials, the media, and provides oversight of agency disaster response.	<u>Critical Staff:</u> Executive Director, Deputy Directors <u>Priority Staff:</u> MIS Administrator, Support Services Administrator, Executive Administrative Assistant, Communications Administrator
Child Support Division	Determines and oversees essential services, coordinates with the courts and ODJFS regarding child support collection, distribution, and paternity testing.	<u>Critical Staff:</u> Deputy Director, Assistant Deputy Director – Legal, Division Administrative Team <u>Priority Staff:</u> Division Managers, Administrative Assistant
Children Services Division	Takes and investigates reports of abuse and neglect, provides ongoing services to families at risk, ensures children in custody are in a safe and secure environment, coordinates with law enforcement and the courts to ensure mandated services.	<u>Critical Staff:</u> Deputy Director, Assistant Deputy Director – Legal, Division Administrative Team <u>Priority Staff:</u> Division Managers, Administrative Assistant
Human Services Division	Determines and oversees the essential services needed for the disaster, coordinates with ODJFS and local service providers for needed services. Determines methods for emergency service provisions and out stationed resources if necessary. Provides continuation of core services and may make adjustments to PRC Plan. Determines needs and services required for all program areas including JOBS.	<u>Critical Staff:</u> Deputy Director, Division Administrative Team <u>Priority Staff:</u> Division Managers, Administrative Assistant
Support Services	Review agency facilities to determine safety and security of infrastructures. Coordinate with building owners and contractors for needed repairs or security concerns. Communicate with Executive Director and Deputies on building status. Provides support for moving to alternate locations.	<u>Critical Staff:</u> Deputy Director of Human Resources, Support Services Administrator, Maintenance Supervisor <u>Priority Staff:</u> Maintenance Staff

Program Area and Section	Service Description	Identified Staff
Information Systems	Assess, coordinate and prioritize agency technology infrastructure, hardware and software needs in conjunction with Response Team requirements. Coordinates with ODJFS and/or County Data Center to provide continued availability of critical data and telephone systems.	<u>Critical Staff:</u> Deputy Director of Human Resources MIS Administrator, Support Services Administrator <u>Priority Staff:</u> All IT Staff
Human Resources	Provide alternative systems for timekeeping and employee compensation. Coordinate personnel for Response Team needs and provide essential training for responders if necessary. Coordinate workers comp claims, vaccinations, temporary ID badges, and other personnel related duties. Maintain communication with union officers. Establish alternative communication methods with staff to ensure proper notification of employees.	<u>Critical Staff:</u> Deputy Director, Support Services Administrator Human Resources Supervisor <u>Priority Staff:</u> All Human Resources Staff
Finance	Responsible for the ongoing fiscal operations of the department. Establish purchasing authority during the incident. Provide contract revisions on changes to meet needs. Work with other county entities such as auditor/treasurer, commissioner's office to assure issuance of vendor payments, staff compensation, benefits to customers, contractor payments, and other fiscal-related transactions.	<u>Critical Staff:</u> Deputy Director, Finance Department Managers, Administrative Assistant <u>Priority Staff:</u> Fiscal Specialists

....Emergency Notification/Chain of Command

SCJFS Executive Director notifies Deputy Directors. If the SCJFS Executive Director is unavailable, the responsibility of notification will fall in order to: Deputy Director of Human Resources, Deputy Director of Human Services, Deputy Director of Children Services, Deputy Director of Child Support, and Deputy Director of Finance.

Deputy Directors will initiate their emergency communication chain to provide reporting instructions and any other necessary information to all employees. All emergency communication chains will specify alternate contact individuals to ensure the chain is not broken if individuals can not be reached.

All members of the agency's management team (Executive Director, Deputy Directors, Program Administrators and Supervisors) will keep on file in their office and at home:

- A copy of this plan
- Roster of response team members
- Telephone listings which contain the home and office numbers of all staff in their area.

If infrastructure systems allow, the agency's email systems and the agency website will be updated with instructions for staff and/or community as warranted. Local radio and TV resources will also be enlisted to inform staff and community of adjustments to service delivery.

Each agency division or section will have a detailed employee contact listing. Members of the agency executive team will have the listings for all departments. Division administrators shall have a listing of their division. Each manager shall have a listing of their direct reports and their co-manager's unit so that information flow can be provided in the case of absenteeism.

Employees are responsible to keep information current and provide their contact information to Human Resources and their supervisor when hired and when information changes. Human Resources shall distribute contact forms for completion and submission by each employee annually.

Additional Notifications: After the initial assessment is completed, it may be necessary to make additional notifications. This may include, but is not limited to: County Administrator, County Commissioners, other county management officials or offices, ODJFS or other entities. Additionally, a determination will be made if the incident warrants that all staff, community partners and/or the media will be notified as to the status of operations, special programs or other related information.

.... Alternative Physical Work Locations

Alternative physical work locations will be determined based on the extent of damage and availability of building structures of SCJFS. In the event of a disaster, employees should report to their normal work location unless notified otherwise through the agency emergency communication chain or local radio and/or TV.

If it is known that a disaster has occurred in the vicinity of the employee's normal work site and communication efforts have failed, critical and priority staff (as defined in the plan) shall report to an alternate SCJFS work site as designated below.

- In the event that the Midtown Plaza building is compromised to a degree that it is unusable, critical and priority staff will re-locate to the Cornerstone Square building at 402 2nd St. SE
- In the event that the Cornerstone Square building or Courtyard Centre, 122 Cleveland Ave N., locations are compromised, critical and priority staff will relocate to Midtown Plaza building at 221 3rd St. SE.
- In the event that the County Admin building at 110 Central Plaza South, or Children's Network at 213 Market Ave. N is compromised, the Assistant Deputy Director of Legal will report to Midtown Plaza, assigned Children Services Legal Counsel will report to the Cornerstone Square Building and assigned CSEA Legal Counsel will report to Courtyard Centre.

.... Plans of Cooperation

In the event that county infrastructure is damaged to the extent that basic service delivery or computer access to the state system is not available in Stark County, staff may be assigned to alternate locations in neighboring counties. Plans of Cooperation have been reached with Tuscarawas CJFS, Wayne County CJFS, Summit CDJFS and Carroll CJFS. The amount and type of assistance will be based on the assessed need and the availability of personnel and facilities in neighboring counties. The Executive Director will determine if it is necessary to invoke the Plan of Cooperation and appropriate contacts to be made.

. . . . Essential Work Activities

All divisions will identify the essential work activities that must continue in the event of a disaster in order to provide core services to the community and ensure the safety and protection of children, vulnerable adults and families. The specific work functions for each division or section will be outlined in the appropriate appendices of this plan.

. . . . Emergency Evacuation Plans and Safe Zones

Evacuation drills will be conducted in each building on a routine basis. Employees should familiarize themselves with evacuation/safe zone plans as contained in the agency's Emergency and Safety Handbook and their building's Safety and Evacuation Plan. In the event that an evacuation or weather warning alarm is sounded, employees are responsible to guide their customer that may be visiting the agency to the evacuation route or safe zone.

Each agency-occupied building has an Evacuation Plan and Safe Zone Plan to be utilized in the event of a weather or other emergency. Evacuation Plans are posted in all work areas and employees should make themselves aware of appropriate Safe Zones away from windows, glass and other harmful structures.

. . . . Agency Safety/Emergency Coordinator

The agency shall establish an Agency Safety/Emergency Coordinator to oversee the agency emergency plan. The essential duties will include:

- Conduct an annual review of the agency Emergency Response/Disaster Preparedness Plan. The coordinator will recommend needed adjustments to Executive Team and/or the agency Emergency and Safety committee.
- Ensure that evacuation drills are conducted at each agency building on at least an annual basis (preferably quarterly).
- Represent the agency at the county Emergency Preparedness Committee and communicate pertinent information as necessary.
- Perform point of contact duties with the Red Cross or other emergency response agencies in the event of a natural disaster in the community and agency personnel are assisting with the response.
- Provide general oversight concerning Emergency Preparedness issues and communicate with the Director or their designee recommended actions or concerns.

ESSENTIAL WORK ACTIVITIES- CHILDREN SERVICES DIVISION

Program Area and Section	Service Description	Essential Activities
Administration	Makes high level decisions regarding Agency policy and direction; drafts communications to media regarding Agency issues.	Meet with Critical staff to prioritize activities and communicate these priorities to staff. Implement communication plan involving both staff and the community to provide periodic updates on status of disaster recovery.
Intake/Report Line	Taking reports of suspected child abuse and neglect.	Continue to take reports of abuse and neglect <u>Nights:</u> Current on call workers answer phones. <u>Days:</u> Current report line workers answer phones.
Investigation/Assessment	Investigation of child abuse and neglect allegations. Assessment of risk to children.	Assess & investigate allegations of Child Abuse & Neglect received by 455-KIDS within the mandated timeframes. Interview parties related to the investigation via phone or face to face. Assess the safety of the child(ren).
Protective Services/Ongoing	Mandated ongoing services to families at risk of child abuse and neglect. Home visits, court ordered counseling, referrals; court ordered supervised visits, placements. Court, SAR's, Home visits with children in care, therapy.	In Home cases and visits prioritized - meet state standard if possible. Prioritize calls specific to the disaster. Respond if the disaster affects the safety of the child. Contact children in custody and assess safety; Plan for safety of these children as needed. Attend court and Semi-Annual Reviews.
Foster Care/Adoption	Court, SAR's, Home visits with children in care, therapy, etc. Court ordered notices, foster parent recertification, home study updates, intake line, relative home studies, and foster care payments.	Home visits prioritized - meet state standard if possible. Prioritize calls specific to the disaster. Respond if the disaster affects the safety of the child. Contact children in custody and assess safety; plan for safety of these children as needed.
Legal Department	Represents agency at court hearings of child abuse, neglect, and dependency at Family Court.	Provides legal advice and services associated with associated with child abuse, neglect, and dependency cases, including but not limited to; pleading preparation, attending court hearings, appellate preparation, and reviews.

Additional procedural information (also see SCJFS DISASTER PLAN FOR FOSTER PARENTS AND OTHER SUBSTITUTE CAREGIVERS attached):

Handling new reports of child maltreatment

If necessary, agency staff will be deployed to the Crisis Center to continue screening of all incoming calls. Once screened, the supervisor of case assignments will contact individual workers who will be assigned to the case. Workers will obtain hard copies of the reports from the designated satellite site and will pursue the case assessment requirements from this location.

Documentation of all contacts made will be hand written until SIS/SACWIS data entry can be restored. Agency staff will request the services of local law enforcement agencies and/or emergency management personnel to assist with transportation, communication, or other necessary functions for the performance of child protective duties.

Tracking clients and substitute caregivers with or without SACWIS

The Family Resources unit supervisor will be responsible for tracking children in out-of-home placements and substitute caregivers. The supervisor will maintain a monthly record of those persons which will be stored in an alternate location without reliance on SACWIS.

Continuity of services to families receiving in home services or children in substitute care and kinship care placements

All children with cases open to the Agency, regardless of court involvement, must be seen on a monthly basis to insure the safety and well-being of the child. This requirement applies to parents, substitute caregivers, kinship and adoptive placements as well.

Staff will be deployed from satellite locations to provide the required face-to-face contacts. All supervisors will maintain a copy of the current monthly caseload sheet and resource list off site to be used in an emergency to provide a current listing of cases. Documentation of all contacts made, changes, and new placements will be hand written until SIS/SACWIS data entry can be restored. Agency staff will request the services of local law enforcement agencies and/or emergency management personnel to assist with transportation, communication, or other necessary functions for the performance of child protective duties.

Maintenance and security of agency records not included in SACWIS

All agency records not included in SACWIS will be stored in a secure location as designated by local law enforcement or emergency management personnel if the Agency office is unavailable.

Maintenance and security of court and adoption records

All court records for child protective services cases as well as adoption records will be stored in a secure location as designated by local law enforcement or emergency management personnel if the Agency office is unavailable.

Coordination of services with local providers

Agency personnel will work in cooperation with local law enforcement, medical providers and other disaster response agencies to coordinate services for children in Agency custody and children with no known available parent/caretaker.

Staff training for disaster preparedness

Agency personnel will work with emergency shelters in training for disaster preparedness and in the coordination of services for families/children and volunteers.

ESSENTIAL WORK ACTIVITIES - CSEA

Program Area and Section	Service Description	Essential Activities
PRIORITY 1		
CSEA Administration	Makes high level decisions regarding agency operations, policy and direction. Drafts communication to media regarding CSEA issues.	Meet periodically with critical staff to prioritize agency operation/activities and communicate priorities to staff. Implement communication plan to community involving availability of services.
CSEA Customer Service Call Center	Serves as first point of contact for customers calling the CSEA, and can maintain communication link to the public.	Respond to questions, receive new information from customers, and process basic changes to the case such as new address or employer. Customer Service will also issue income withholding notices, will send out IV-D applications, requests for modifications, and will mail payment histories.
PRIORITY 2		
CSEA Intake	Process referral of new PA cases thru the Q14 Report and register new orders in SETS.	Q14 workers process the referral of new PA cases thru the daily review of the Q14 report, and open these cases in SETS. Registration workers build new orders in SETS received from the court and CSEA administrative hearing officers. Operations would resume as soon as a suitable alternate location is established.
CSEA Mail	Open and review daily mail.	Daily mail needs to be opened, reviewed and prioritized by if immediate action is needed. Appropriate documents are scanned into OnBase and directed to appropriate staff. Operations would resume as soon as a suitable alternate location is established.
PRIORITY 3		
CSEA Genetic Testing	Conduct Genetic Testing scheduled to determine paternity.	Genetic Testing is scheduled each Thursday and occasionally on Tuesdays. Genetic Testing normally runs from 8am to 3pm and the testing is conducted by an employee of DNA Diagnostic Center. Operations would resume as soon as a suitable alternate location is established.
CSEA Administrative Hearings	Administrative Hearings conducted to establish support orders and to review modification recommendations.	Administrative Hearing Officers conduct Administrative Hearings 3 days per week to establish administrative support orders. Hearing Officers 1 day per week conduct hearings to review modification recommendations. Operations would resume as soon as a suitable alternate location is established.

ESSENTIAL WORK ACTIVITIES – CSEA (continued)

Program Area and Section	Service Description	Essential Activities
PRIORITY 3 (continued)		
CSEA Court Hearings	CSEA Attorneys attend scheduled Court Hearings	CSEA Attorneys daily attend court hearings scheduled to establish and enforce support orders. Operations would resume as soon as a suitable alternate location is established.
CSEA Fiscal Unit	Financial adjustments and payment corrections on cases.	Payment Researchers in the Fiscal Unit daily are required to perform financial adjustments and payment corrections on cases to ensure money is charged and disbursed properly. Operations would resume as soon as a suitable alternate location is established.
PRIORITY 4		
CSEA Payment Window	Receive child support payments and forward to Columbus for issuance.	Payment window receives support collections from Obligor in new orders and from self-employed individuals who are not paying thru income withholding. Payments are also received at the window by obligors who are ordered to do so by the court to avoid jail time, and by obligors who want their license reinstated. Operations would resume as soon as a suitable alternate location is established.
CSEA Establishment Unit	Upon receipt of a new case, the Establishment Case Manager or Establishment Caretaker Case Manager will determine what action needs to be taken on the case.	Establishment Case manager would resume duties as soon as a suitable location is established.
CSEA Enforcement Unit	Reviews established child support orders and payment process to ensure payment of obligation. Enforces payment of obligation through administrative and court ordered techniques.	Enforcement Case manager would resume duties as soon as a suitable location is established.

ESSENTIAL WORK ACTIVITIES-
HUMAN RESOURCES/INFORMATION TECHNOLOGY/SUPPORT SERVICES

Program Area and Section	Service Description	Essential Activities
Human Resources	Manages employees' benefits, compensation, personnel records, and policies and procedures. Manages employee/labor relations for agency. Process payroll for agency.	Responsible for communication with staff in response to the event. Provide alternative systems for time keeping and employee compensation. Coordinate workers comp claims, ID badges, and other personnel related duties. Maintain communication methods with union representatives. Establish alternative communication methods with staff to ensure proper notification to employees.
Information Technology	Provide computer network, application and communication support	Maintain county and state computer networks and state PC workstations. Communicate with ODJFS liaisons regarding state network infrastructure and state provided applications. Coordinate with County Data Center regarding county provided infrastructure, applications and communications systems including web sites and phone systems. Coordinate with Vendors to ensure critical 3'd party application availability. Coordinate with Maintenance Staff on relocation/set up of temporary workstations and computers.
Support Services – All Divisions	Building Maintenance	Maintenance Staff can move temporary workstations. Work with IT staff on moving computers. Ensure appropriate lighting and electric for equipment. Have 2- way radios available if phone system is down and cell towers are down.
Support Services – All Divisions	Reception Areas	Utilize manual system if computer access is unavailable. Relocate to a new site to accommodate Stark County Customers.
Support Services – All Divisions	Switchboard Areas	Contact County Communications liaison at ext. 7920 to transfer calls to a new location.
Support Services – All Divisions	Document Imaging of Received Mail	Work with IT staff to setup equipment at alternative location. If document imaging systems or computer access is unavailable, staff will be utilized in other areas to assist with customer services.

ESSENTIAL WORK ACTIVITIES – HUMAN SERVICES DIVISION

Program Area and Section	Service Description	Essential Activities
Human Services – Income Maintenance	Application/Reapplication Interviews CRISE interactive interviews- if CRISE not available, hard copies will be used.	Applicants must be interviewed within 5 working days of application date, and recipients interviewed within the month that their Food Assistance certification period ends. Telephone interviews will be utilized. Eligibility Specialists may provide services in alternate locations if feasible.
Human Services – Income Maintenance	Authorization/Denial of Benefits	Normally automated processes in CRISE- in case of system failure hand budgets, authorization letters & denial letters will be available for use.
Human Services – Income Maintenance	Processing Case Changes	Changes must be processed within 10 days of notification. If CRISE is not available, ES will manually record change, complete hand budgets and issue hand written notices.
Human Services – Income Maintenance	Obtaining/processing Follow-up Documentation for Pending Cases	If CRISE is not available, ES manually records reported information, completes hand budgets to determine amount of benefits and issues hand written notices to client.
Human Services – Income Maintenance	Benefit Issuance/Re-Issuance, Cash	In case of CRISE failure, agency must attempt to issue benefits through direct deposit to a local financial institution, or issue limited benefits through the county auditor.
Human Services – Income Maintenance	Benefit Issuance/Re-Issuance of Food Assistance	No process to issue manually -would need to use equipment in a county with reciprocal agreement.
Human Services – Income Maintenance	Intake/Expedited/Supplemental Food Assistance Benefits	No process to issue manually - would need to use equipment in a county with reciprocal agreement.
Human Services – Income Maintenance	Recurring Monthly Food Assistance Benefits	No process to issue manually - would need to use equipment in a county with reciprocal agreement.
Human Services – Income Maintenance	Issuing/Reissuing of Medical Cards Local CRISE failure will prevent issuance for new recipients and re-issuance of returned cards.	ES will provide recipients with a notice of medical program eligibility based on the best information available for determination. The notice will list the recipients, medical program, and dates of the eligibility span.
Human Services – Income Maintenance	Processing of Over-Issuances	Not mission critical, can be postponed until local conditions are normalized.

ESSENTIAL WORK ACTIVITIES – HUMAN SERVICES DIVISION – cont'd

Program Area and Section	Service Description	Essential Activities
Human Services – Income Maintenance	Processing of Under-Issuances	Must be calculated and restored as soon as possible. No process to issue manually - would need to use equipment in a county with reciprocal agreement.
Human Services – Income Maintenance	Processing of Spenddowns	Verify recipient's medical bills & compute the total toward spenddown amount. When spenddown is met, ES will complete & sign a medical coverage letter and provide it to the recipient. The letter will be used as verification of coverage to providers until systems are back on line. A media release will be issued to notify Medicaid providers of the situation.
Human Services – Income Maintenance	Processing of Transfer Outs	No process to issue manually - would need to use equipment in a county with reciprocal agreement.
Human Services – Child Care	Child Care Eligibility Determination	If computer system is not available to process applications/authorizations, hand processing of hard copy forms will be implemented.
Human Services – Child Care	Payment of Child Care Invoices	Invoices to be processed for payment in order of receipt. No process to issue manually - would need to use equipment in a county with reciprocal agreement.
Human Services – Child Care	Child Care Type B Certifications	Only emergencies at certified sites will be handled. A supply of incident reports will be made available.
Human Services – Community Services	NET Transportation	If computer systems are not available, hand scheduling will be implemented. A supply of emergency log forms and transportation confirmation letters will be made available.
Human Services -- JOBS	JOBS Assessment/Contract and Plan Signing	A JOBS Assessment, including signing of contract and plan is a requirement for continued eligibility of OWF and Food Stamps -must be completed within 30 days of application.

ESSENTIAL WORK ACTIVITIES – COMMUNICATIONS

Program Area and Section	Service Description	Essential Activities
Communications	Mailroom/Supplies/Printshop	Provide supplies and forms for temp stations. All outgoing mail and incoming mail is delivered to staff and Post Office. Call Pitney Bowes for assistance with equipment at 1-800-522-0020 give model number (DWO0) and Serial number (0010673) of postage machine for assistance.

ESSENTIAL WORK ACTIVITIES-FINANCE

Program Area and Section	Service Description	Essential Activities
Finance	Pay-ins, purchase orders, vouchers.	Fiscal specialist would access the county budget system (Oracle) at a remote site to perform each of these functions.
Finance	Monthly financials	If server is accessible, a backup is available and the financial system is backed up to a flash drive. If the agency server is disabled, Maximus would provide a system backup, and we would use the flash drive backup to restore our agency's data.
Human Services Fiscal Support	Receipt of overpayment and spend downs through front desk.	A written receipt would be given to the client and money would be held in the safe.

STARK COUNTY JOB & FAMILY SERVICES
Children Services Division
DISASTER PREPAREDNESS PLAN FOR FOSTER PARENTS
AND OTHER SUBSTITUTE CAREGIVERS

Foster parents are charged with the responsibility to keep foster children safe at all times including when there is a disaster. In addition to all steps outlined in the SCJFS Emergency Response/Disaster Preparedness plan to ensure that foster children and caregivers are safe, the SCJFS makes the following recommendations for foster parents and other substitute caregivers:

- SCJFS contact numbers and names should be kept in a central location;
- Foster children's medical records in their possession should be kept in a central location and be easily accessible should the need for an evacuation from the home be required; and
- Foster parents/caregivers should keep at least a three day supply of children's medication in case of the need for evacuation.

Foster parents & kinship caregivers are encouraged to keep the standard disaster supplies of water, food, blankets, radio, batteries, flashlight, etc. and to notify SCJFS of any need of assistance to obtain these supplies.

Foster parents & kinship caregivers should keep SCJFS family resource and foster care workers supplied with up-to-date phone numbers to contact them and a non-household family member who may be contacted in case of an emergency.

In case of the need for an evacuation, foster parents & kinship caregivers should, if at all possible, contact SCJFS prior to the evacuation to receive instructions from the agency and report on the care/location of the foster child.

In case of a need for an emergency evacuation, SCJFS expects that foster parents & kinship caregivers will ensure the safety of the child and at the first available opportunity notify SCJFS personnel of the child's whereabouts and how to access the child. Contact with SCJFS, if emergency numbers are non-working, will be made by following the instructions of the Emergency Broadcast System. Attempts should continue to be made until such time as contact is made with a SCJFS representative.