



RESOLUTION 2026-17

A RESOLUTION AUTHORIZING THE POWELL POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD FOR CRISIS INTERVENTION REFERRALS.

WHEREAS, The City of Powell Police Department and the Delaware-Morrow Mental Health and Recovery Services Board (DMMHR SB), coordinate efforts to develop a network of support and information-sharing for crisis intervention referrals throughout their shared communities, designed to address underlying risk factors by linking individuals in crisis with appropriate resources for their medical, behavioral health, and social needs; and

WHEREAS, this cross-system effort aims to strengthen coordinated responses that connect individuals experiencing behavioral and/or mental health crises with appropriate care and support, rather than defaulting to law enforcement, jail, emergency medical services, or emergency departments; and

WHEREAS, Delaware-Morrow Mental Health and Recovery Services Board signed a contract with Julota, an innovative software and technology communications platform, to develop software that will allow public safety agencies in Delaware County and Morrow County to refer individuals directly to area providers, helping to transform any disconnected patchwork of local service providers into a well-coordinated network that can proactively manage and support individuals; and

WHEREAS, as the new software platform with Julota comes online, the Parties have agreed to share information with one another in order to identify those individuals frequently accessing and/or interacting with public safety resources who have apparent or underlying behavioral and/or mental health issues contributing to their interactions with public safety; and

WHEREAS, the overall purpose of sharing this information and pre-planning efforts is to establish a safe, effective, coordinated path of care for the individual in the event of any behavioral and/or mental health crisis coming to fruition; and

WHEREAS, the parties wish to establish a shared understanding of their coordination efforts, align all community partners on information-sharing within the newly developed Delaware-Morrow Crisis Coordination Network, and, with the launch of the Julota software platform, share information to identify individuals whose frequent interactions with public safety may be influenced by behavioral or mental health issues; and

WHEREAS, Council has similarly determined that it is beneficial for the City of Powell to participate in such an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO, AS FOLLOWS:

Section 1: The Council of the City of Powell hereby authorizes the Chief of Police to execute an agreement, which agreement shall be in substantially similar form to the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

City Council
Heather Karr, Mayor
Tom Counts

Kurt Ramsey

Leif Carlson


David Lester

Tyler Herrmann

Carlos Crawford

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 3: This Resolution shall be in full force and effect immediately upon adoption.

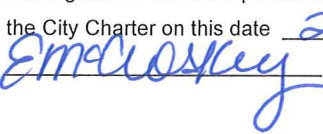


Heather Karr
Mayor
Date 2/17/2026

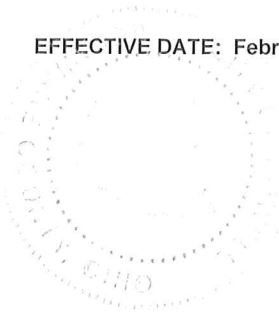


Elaine McCloskey
City Clerk
Date 2/17/2026

EFFECTIVE DATE: February 17, 2026

This legislation has been posted in accordance with the City Charter on this date 2/17/2026


Elaine McCloskey
City Clerk



**Delaware & Morrow Counties Community Partners' Inter-Agency
Memorandum of Understanding for Crisis Intervention Referrals:**
**Coordination of Information for Individuals Facing Pending, Imminent, and/or Ongoing Mental
Health Crises**

This Inter-Agency Memorandum of Understanding (“MOU”) is by and between the Delaware-Morrow Mental Health and Recovery Services Board, 40 North Sandusky Street, Suite 301, Delaware, OH 43015 (“DMMHRSB”), Delaware County Sheriff’s Office, 1776 State Route 521, Delaware, OH 43015 (“DCSO”), City of Delaware Police Department, 70 North Union Street #2, Delaware, OH 43015 (“DPD”), City of Powell Police Department, 47 Hall Street, Powell, OH 43065 (“PPD”), City of Sunbury Police Department, 220 N. Columbus St., Sunbury, OH 43074 (“SPD”), Delaware County 911 Center, 10 Court Street, Delaware, OH 43015 (“Delaware County 911”), Delaware County Probate Court, 145 North Union Street, 3rd Floor, Delaware, OH 43015 (“Delaware Probate Court”), Delaware County Guardianship Services Board, The Byxbe Building, 1610 State Route 521, Delaware, OH 43015 (“Guardianship Board”), Delaware County Board of Developmental Disabilities, 149 North Sandusky Street, Delaware, OH 43015 (“DCBDD”), SourcePoint, 800 Cheshire Road, Delaware, OH 43015 (“SourcePoint”), Southeast Healthcare, 824 Bowtown Road, Delaware, OH 43015 (“Southeast”), Maryhaven, 1791 Alum Creek Drive, Columbus, OH 43207 (“Maryhaven”), Syntero, 7100 Graphics Way, Lewis Center, OH 43035 (“Syntero”), Del-Mor Dwellings, 118 Stover Dr Suite B, Delaware, OH 43015 (“Del-Mor”), and HelpLine, 118 Stover Dr Suite B, Delaware, Ohio 43015 (“HelpLine”) (individually, “Party,” collectively, the “Parties”).

RECITALS

WHEREAS, as local community partners, the Parties have coordinated efforts to develop a network of support and information-sharing for crisis intervention referrals throughout their shared communities, designed to address underlying risk factors by linking individuals in crisis with appropriate resources for their medical, behavioral health, and social needs; and,

WHEREAS, this cross-system effort aims to strengthen coordinated responses that connect individuals experiencing behavioral and/or mental health crises with appropriate care and support, rather than defaulting to Law Enforcement, Jail, Emergency Medical Services, or Emergency Departments; and,

WHEREAS, DMMHRSB signed a contract with Julota, an innovative software and technology communications platform, to develop software that will allow public safety agencies in Delaware County and Morrow County to refer individuals directly to area providers, helping to transform any disconnected patchwork of local service providers into a well-coordinated network that can proactively manage and support individuals; and,

WHEREAS, as the new software platform with Julota comes online, the Parties have agreed to share information with one another in order to identify those individuals frequently accessing and/or interacting with public safety resources who have apparent or underlying behavioral and/or mental health issues contributing to their interactions with public safety; and,

WHEREAS, the overall purpose of sharing this information and pre-planning efforts is to establish a safe, effective, coordinated path of care for the individual in the event of any behavioral and/or mental health crisis coming to fruition; and,

WHEREAS, the Parties wish to establish a shared understanding of their coordination efforts, align all community partners on information-sharing within the newly developed Delaware-Morrow Crisis Coordination Network, and, with the launch of the Julota software platform, share information to identify individuals whose frequent interactions with public safety may be influenced by behavioral or mental health issues.

The Parties therefore agree as follows:

1. Memorandum Term

This MOU shall be effective as of March 1, 2026 and shall continue in effect until February 28, 2027. Unless the Parties mutually agree to non-renew this MOU at least sixty (60) days in advance of the expiration date, this MOU shall automatically renew for successive one-year terms. The Parties understand and agree that this MOU is explicitly related to the division of tasks and information-sharing, does not include any funding arrangements or specified costs, and is not subject to the contracting requirements applicable to DMMHRSB and certified providers under Ohio Revised Code § 340.036(D).

2. Membership

This MOU may be amended, from time to time as needed, to add additional community partners and agencies from Delaware County and Morrow County as members of this Delaware-Morrow Crisis Coordination Network. New membership shall be triggered upon a new member's involvement with a crisis-referred individual utilizing the Delaware-Morrow Crisis Coordination Network. Such amendments shall appear as addenda to this MOU, executed only upon mutual written consent of the original undersigned Parties.

3. Responsibilities of the Parties

- a) DMMHRSB will contract and work with outside vendor Julota to automate the referral process for the Delaware-Morrow Crisis Coordination Network. This outside contract will ensure that Julota develops a software platform whereby referrals are sent in real time to the Parties. All Parties agree to cooperate with each other and with DMMHRSB to facilitate the transition to the Julota platform.
- b) Following implementation of the Julota platform, the Parties agree to coordinate and collaborate with each other in order to communicate, assign, and track referrals through Julota. All Parties agree to work towards solutions for using Julota within their agency for information gathering, sharing, and collaboration on common clients. The Parties will share information for such referrals during crisis situations within the bounds of applicable law, including but not limited to HIPAA.
- c) Where ongoing communications are necessary beyond immediate crisis situations, the Parties understand and agree to coordinate with each other to procure any necessary Authorizations to Release Information. All Parties agree to use consent for release of information form(s) that are acceptable to all Parties and that is/are compliant with both HIPAA and 42 CFR Part II for the protection of the community participant, their Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI").

- d) Information-sharing through this MOU may be used by the Parties to generate data for program and services evaluation within the Delaware-Morrow Crisis Coordination Network, in accordance with applicable privacy laws, including but not limited to HIPAA.
- e) All Parties agree that they will work together collaboratively to provide services to the Delaware-Morrow Crisis Coordination Network, and that a best faith effort will be made to reach solutions and improve participant care, health, and quality of life outcomes to assist individuals in reaching their desired potential and self-sufficiency.
- f) Public safety partners under this MOU may make referrals for individuals experiencing mental and behavioral health crises through the Public Safety Computer-Aided Dispatch (“CAD”) system. Partners may also use and accept a shared web-based referral form, to be developed in conjunction with Julota, to document and manage crisis referrals, track action items for immediate stabilization and safety, and monitor short- and long-term outcomes. This process may expand to include additional public safety agencies in Delaware and Morrow Counties as they join and will be supported by the implementation of the DMMHR SB’s contract with Julota.
- g) All Parties agree to meet, respond, and/or share information, as is applicable to their respective involvement in any crisis referral situation, as quickly as is practicable following an urgent referral, and within 7 business days, or as soon as practicable, when receiving a routine referral.
- h) All Parties agree to meet as needed based on identified client need(s) and identified risk factors. Frequency of inter-agency meetings pursuant to this MOU will be determined as necessary by a majority of participating Parties based on each individual case, and the Parties agree to re-assess the frequency of meetings on an ongoing basis.
- i) HelpLine will continue to conduct follow-up with individuals in accordance with its policy. Partner agencies may become involved when the individual is already engaged in their services or when additional support is warranted.
- j) Parties providing services to referred individuals pursuant to this MOU will notify/communicate with the referring organization the status of the individual in crisis at the conclusion of the intervention in order to ensure smooth, ongoing community-based services.
- k) All participating healthcare agency and provider Parties will follow all applicable HIPAA rules and regulations governing continuity of care.

4. Communication

All Parties agree to make available a point(s) of contact with expertise in organizational operations, care, and case management for coordination of the Delaware-Morrow Crisis Coordination Network and all related efforts under this MOU. This individual(s) should be an appropriate person to provide answers to questions on behalf of each Party relative to referrals or complaints. The

point(s) of contact will be shared among all parties as soon as practicable and updated as necessary throughout the term of this MOU.

5. Data Collection, Information and Audits

Shared data under this MOU shall be used exclusively for crisis intervention, prevention, and system improvement in accordance with applicable law, and for no other purpose unless explicitly agreed to by all Parties in writing. Aggregate or de-identified data may support evaluation. DMMHR SB provides governance and stewardship of such shared data under this MOU, while all participating Parties here under retain ownership of their data. Access is role-based, annually reviewed, and compliant with HIPAA and 42 CFR Part II. Parties must retain documentation related to services under this MOU and provide it upon request for administrative or legal needs. Annual audits guide corrective actions, data is kept only as necessary or specified by law, and breaches are promptly reported and addressed by DMMHR SB and Julota. Shared information may also be used to support individuals connected to the person being referred.

6. Relationship of the Parties

The Parties are autonomous and no Party is an agent, representative, employee, or partner of any other Party. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon any Party.

7. Termination

Except as otherwise stated in this MOU, this MOU may be terminated as follows:

A. Convenience:

The Parties may mutually terminate this MOU at any time and for any reason upon the signed written agreement of the Parties.

B. Voluntary Termination:

Any Party may voluntarily terminate their involvement from this MOU at any time and for any reason upon 60 days' prior written notice to the non-terminating Parties. Terminating Parties shall fulfill all remaining MOU obligations up to the date of termination. All remaining obligations of the non-terminating Parties shall survive and remain in effect as applicable and in accordance with this section.

Termination under this section will relieve the Parties of any and all further obligations under this MOU. The Parties, without limitation, retain all such other and further rights and remedies as are available to them at law or in equity.

8. Confidential Information and Public Records

Each Party agrees to protect the confidentiality of any information learned or obtained from the other Parties in the course of fulfilling the requirements of this MOU, that is considered to be confidential under applicable law, is designated as confidential by any Party or that could be reasonably perceived to be confidential due to the sensitive nature of the information and/or the circumstances surrounding how the information was obtained or disclosed. The requirements of this section shall survive the termination or expiration of this MOU.

Notwithstanding the foregoing, the Parties acknowledge that certain Parties to this MOU are public offices subject to R.C. 149.43 regarding public records, and that any confidentiality provisions herein are subject to compliance with those statutory provisions. Referrals flowing through the CAD system and dispatch records are and will be customarily considered public records under Ohio law, subject to certain enumerated exceptions. Additionally, referrals to be made outside the CAD system and through DMMHR SB-owned software, implemented by Julota, will also have functionality to support record access and will be customarily considered public records under Ohio law, subject to certain enumerated exceptions.

9. Compliance with Legal Requirements

The Parties agree to perform their respective obligations under this MOU under all applicable federal, state, and local laws and requirements.

10. Entire Agreement

The Parties acknowledge that this MOU represents the entire agreement between the Parties and supersedes any previous written or oral agreements between the Parties concerning the subject matter of this MOU.

11. Amendment of MOU

No change, amendment, or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the Parties.

IN WITNESS WHEREOF, the Party hereto, each acting under due and proper authority, hereby execute this MOU.

SIGNATURE

City of Powell Police Department

By:
Its:
Date:

Date