

Memorandum of Understanding
Guardianship Program

Behavioral Health Administration (BHA) and
Office of Public Guardianship (OPG)

July 1, 2022 – June 30, 2023

The State of Colorado shall be referred to as “the State” for purposes of this Memorandum of Understanding (“Agreement”).

The Office of Behavioral Health, 3824 West Princeton Circle, Denver, CO 80236 shall be referred to as "BHA" for purposes of this Agreement.

The Office of Public Guardianship, 3900 East Mexico Avenue, Suite 300, Denver, CO 80210 shall be referred to as "OPG" for purposes of this Agreement.

Therefore, it is agreed that as agencies within the State, BHA and OPG desire to enter a Memorandum of Understanding to provide OPG guardianship services to BHA Momentum/Transition Specialist Program clients.

The term of this agreement is from July 1, 2022, through June 30, 2023. BHA has both the authority and the funding necessary to carry out this Agreement.

The parties agree to the following Statement of Work:

I. Background

1. The Transition Specialist Program (TSP), created by Senate Bill 18-270, is a statewide program that refers high-risk individuals to community transition services after receiving treatment in an acute treatment center, crisis services facility, withdrawal management facility or hospital.
2. The Momentum Program (Momentum) is a statewide program that receives referrals to community transition services for high-risk individuals from the Colorado Mental Health Institutes, Forensic Services, other hospitals and Acute Treatment Units.
3. The goal of TSP and Momentum is to ensure that comprehensive, coordinated, easily accessible, culturally informed, trauma informed, and integrated services are available in this community for the high-risk individuals and minimize the risk of readmissions to hospitals, withdrawal management, arrest and to ensure an individual’s stability in the community.
4. Clients who are part of either Momentum or TSP may require a guardian during their time in Momentum or TSP.

II. Objectives

1. The Office of Public Guardianship (OPG or the Contractor) shall provide guardianship services to Momentum/TSP clients.

III. Activities, Roles and Responsibilities

1. The Contractor shall provide 1 FTE to serve a minimum of 10 clients per year in Momentum and/or TSP, with the potential to serve more clients.
2. The Contractor will receive client referrals from BHA or their Momentum/Transition Specialist Program provider contract via email.
3. The Contractor shall provide one client site visit each year with BHA and OBH's Momentum/TSP contractor to review client charts and provide records to the BHA Program Manager upon request.
4. The Contractor shall serve clients in the Denver metro area. In the event a client is later placed outside of the Denver metro area, the Contractor shall continue to serve the client until another appropriate placement is available.

IV. Confidentiality

1. Both BHA and OPG acknowledge they are fully bound by the Health Insurance Portability and Accountability Act (HIPAA) and agree to comply with the requirements of HIPAA concerning any uses and disclosures of protected information.

V. Subcontractors

1. All subcontractors must be approved by BHA and those payments shall be reflected in the monthly invoice.

VI. Payment and Payment Terms

1. The amount of the funding to be transferred to OPG from BHA for Fiscal Year 2023 and payment pursuant to this Agreement shall be made from available funds in the amount not to exceed \$146,000 for purchase of the within described services.
2. OPG will invoice BHA in August 2022 via a CORE transaction and BHA will pay BHA directly through CORE using transfer code 700J.

VII. Additional Provisions

1. For purposes of this agreement the persons named below are designated the representative of the parties. All notice required to be given by the parties shall be given by registered or certified mail to the representative named below. The parties may designate in writing a new or substitute representative:

Behavioral Health Administration
Deb Hutson
3824 W. Princeton Circle
Denver, CO 80236
Phone: 303-866-7501

Office of Public Guardianship
Sophia Alvarez
3900 East Mexico Avenue, Suite 300
Denver, CO 80210
Phone: 720-552-5215

2. In the event that a conflict arises between the parties, it is understood that the Directors of the Divisions shall attempt to resolve the conflict through negotiations. If negotiation fails, the Deputy Executive Directors of the offices or designee shall resolve the dispute.

3. Either of the parties shall have the right to terminate this Agreement by giving the other party 30 days written notice. If notice is given, the agreement shall terminate at the end of 30 days and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the parties shall not be released from duty to perform up-to-the-date of termination.

4. Changes to this Agreement shall be accomplished through a written amendment signed by both parties.

The following parties agree to all terms in the Memorandum of Understanding:

BEHAVIORAL HEALTH ADMINISTRATION:

Authorized Signatory	Date
<u>Dr. Morgan Medlock, Deputy</u>	
Commissioner, BHA Signatory	

OFFICE OF PUBLIC GUARDIANSHIP:

Authorized Signatory	Date
<u>Sophia Alvarez</u>	
Director of Office of Public Guardianship Signatory	