

**OPG Commission meeting  
Director Report  
07.28.2021**

Purpose: The Director Report will provide detailed information about new matters, updates about the previous month's matters, and next steps for the following month. The Director will provide the Director Report to all Commission members. Questions about the Director Report will be addressed at the Commission meetings, if necessary.

Attachments for the 07.28.2021 meeting:

- Attachment 1: SCAO/Judicial Provided Monthly Budget Summary as of 06.07.2021
- Attachment 2: Memorandum of Understanding (MOU) executed with Medical Legal Partnership
- Attachment 3: OPG Fee Waiver and Statement of Indigency
- Attachment 4. Stakeholder Advisory Panel Criteria (updated after June meeting)
- Attachment 5: Policy 6.10 Internal Ethics Committee and recommended revisions from Commissioner Zinn

**I. Budget Update.**

- a. I previously provided the monthly budget report that is provided to me from Hugh Wilson, Judicial Budget Manager. **See Attachment 1.** Please note that June 30<sup>th</sup> is the end of the Fiscal Year, so this is not a finalized end of the year report. A finalized end of year report will be available in August.
- b. AAG Enck is reviewing the MOU with OBH for the new FTE 1.0 Public Guardian position.

- i. Cynthia Wells was hired as a new Public Guardian. She started on June 12, 2021. Cynthia has been training in the office and shadowing other guardians.
  - c. Discussion with Chair Lesco and AAG Enck regarding the need to file motions related to authority to access client financial information to obtain/maintain benefits.
    - i. 05.14.2021: Meeting with Hugh Wilson. Hugh indicates the OPG has funds to hire a contract attorney. Hugh is working on providing confirmation documentation to me
    - ii. I executed the MOU with Medical Legal Partnership on June 13, 2021. **See Attachment 2.**
  - d. Denver Probate Court worked with State Court Administrator's Office to approve a Statement of Indigency to allow the Court to waive filing fees for the petitioning party when nominating the OPG. If approved, this will also allow the Court Visitor, Guardian ad Litem, Court Appointed Counsel fees to be paid by the State. **See Attachment 3.**
- II. **Stakeholder Engagement Plan – In progress.**
  - a. Stakeholder Advisory Panel (SAP) applications were updated after Commission feedback at the June 2021 meeting. **See Attachment 4.** We will post/distribute applications beginning August 2, 2021.
    - i. SAP Cover Letter updated as recommended by Commissioner Bennett-Woods and Assistant Attorney General Enck
    - ii. Table of Stakeholders updated and simplified as recommended by the Commissioners
    - iii. SAP Criteria updated as recommended by Commissioners and Assistant Attorney General Enck

- iv. Short Form SAP application created for recruiting OPG clients and members from populations that OPG serves as recommended by the Commissioners

III. **Colorado OPG Pilot Program Operating Policies Updates – In progress.** Operating Policies and Manual were posted to CO OPG Website. Alternatives to Guardianship page and resources were also posted to the CO OPG Website.

- a. **Policy 6.10. Internal Ethics Committee (IEC) – In progress. See Attachment 5.** Attachment 4 is the red-lined revised version provided by Commissioner Zinn.
- b. **Complaint Processes – No updates.**
  - i. Revisions is reviewing and posting the updated Complaint Process and materials to the website.
  - ii. Revisions (Case Management System contractor) provided a quote for an electronic complaint form option like the Office of the Child’s Representative. <https://coloradochildrep.org/feedback/>. Revisions estimates it will take 44 hours at a maximum rate of \$185/hour, estimating a total of \$8,140.00.
- c. Guardianship and Alternatives to Guardianship is in the process of being posted by Revisions.
- d. **Policy 8. Ensuring Systemic Equality Services Standards – Completed.** No update from last meeting.
- e. **Policy 5. Colorado OPG Fiscal Policy – Client Emergency Fund – In Progress, no updates.**

**f. Trainings and Projects**

- i. Resource Project - Ongoing. Team review of other organization's online resources, etc. for creation of targeted and organized resources for CO OPG internal purposes and CO OPG website purposes
- ii. Individual Director and guardian training for CGC National certification: In progress.
  - a. I am waiting for background check clearance to be allowed to schedule my CGC exam
- iii. 06.25.2021: Team meeting with Vice-Chair Bennett-Woods. Vice-Chair Bennett-Woods will provide emergency coverage for me while I am on vacation from June 30 – July 9.
- iv. 07.14.2021: Attend Denver Forensic Collaborative meeting
- v. Colorado Gerontological Society Aging in Place webinar series:
  - a. 04.15.2021: Using Technology to Stay in Your Home
  - b. 05.20.2021: Living with Someone – Family, Friends of Roommates
  - c. 06.17.2021: Downsizing to a Smaller Home
  - d. 07.15.2021: Bringing Services into the Home
- vi. TBD: Compassion Fatigue workshop and a Social Justice training through Center for Trauma & Resilience

**g. Intake Eligibility, Prioritization and Referral Process.**

- i. Update on number of registered users, referrals, accepted cases, etc. as of **07.21.2021**. An update will be provided at the 07.28.2021 meeting.

1. 59 Active guardianships
2. 18 referrals pending in court proceedings
3. 1 Partial/Incomplete referral
4. 6 clients passed away since CO OPG appointment (all non-COVID related)
5. 7 “Hold” OBH/CHMI- Ft. Logan/Pueblo referrals
6. Declined referrals
  1. Expired/Incomplete information – 4
  2. Withdrawn by Ft. Logan – 1
  3. Family available to serve – 5
  4. Not incapacitated - 1
7. 55 streamlined referrals (Non-Denver County) – Declined
  1. Adams County – 2
  2. Arapahoe County – 8
  3. Boulder County – 4
  4. “Denver County” - 2
  5. El Paso County - 5
  6. Garfield County - 1
  7. Gunnison County – 1
  8. Huerfano County - 3
  9. Jefferson County – 2
  10. Lake County - 1
  11. La Plata County – 2
  12. Larimer County - 4
  13. Las Animas County - 2
  14. Mesa County – 2
  15. Montrose County – 2
  16. Otero County – 3
  17. Pueblo County -1
  18. Washington County - 1
  19. Weld County – 5

- ii. Rocky Mountain Human Services (RMHS) – See I.b.
  - 1. Momentum/Community Transition clients. This program is considering funding additional OPG FTE to primarily serve this clientele
  - 2. Mill Levy Program clients. RMHS established a relationship with Chris Brock – Colorado Cross-Disability Coalition, Managing Attorney of Probate Power, to make referrals and serve as legal counsel for Mill Levy eligible clients. The OPG received and accepted 4 referrals from this relationship so far

**h. Data gathering - In progress. Research Assistant.**

- i. Grant Yoder, Research Assistant will present at a future meeting. Grant and I meet weekly. Some preliminary key items to Phase I:
  - 1. National and local literature review
  - 2. Adding some data collection during the referral process and as we begin servicing clients, such as: Public Safety, Housing, Hospital expenses and Medicaid/Medicare reimbursement, CMHI expenses and costs
  - 3. Finalizing Needs Assessment plan/Survey to quantify the statewide need for public guardianship services, cost benefit, etc. Survey will be distributed starting August 2, 2021 after it is approved by the University of Colorado Denver Review Board.
  - 4. Grant is meeting with Professor Pamela Teaster of Virginia Tech to discuss the cost analysis data collection (<https://liberalarts.vt.edu/departments-and-schools/department-of-human-development-and-family-science/faculty/pamela-teaster.html>)

- ii. Various: Meeting with Pikes Peak Elder Abuse Coalition Guardianship Collaboration group regarding data collection in Colorado Springs area

IV. **Colorado OPG Strategic Plan.** Draft previously provided – no updates.

V. **Stakeholder Meeting Update** since 06.23.2021.

- a. 06.24.2021: Presentation to Colorado Healthcare Ethics Forum (CHEF) regarding OPG
- b. 06.28.2021: with Summer Gathercole – Senior Advisor for Behavioral Health Transformation
- c. 06.29.2021: Meeting with Public Administrator of the City and County of Denver – Melissa Schwartz and Marcie McMinimee
- d. 07.12.2021 and 07.16.2021: Email correspondence and phone conference with Amy Delpo
- e. 07.12.2021 and 07.14.2021: Email correspondence and phone conference with Natalie DeVille – Lutheran Family Services regarding potential referral
- f. 07.14.2021: Attend Denver Forensic Collaborative meeting
- g. 07.14.2021: Phone conference with Deb Hutson - Program Manager, CDHS, regarding team meeting between OBH & OPG
- h. 07.14.2021 and 07.19.2021: Email correspondence and phone conference with Kelly Graf – Developmental Pathways regarding OPG need and expansion in the 18<sup>th</sup> Judicial District

- i. 07.14.2021: Virtual conference with Steve Baron – Consultant with HMA Consultants, regarding Behavioral Health Administration change management plan
- j. 07.14.2021 and 07.22.2021: Email correspondence and phone conference Brother James Patrick Hall – Lazarus Gate, <https://lazarusgate.org/> regarding collaboration and need for guardianship services
- k. 06.29.2021 and 07.15.2021: Email correspondence and phone conference with Jennifer Shnoes – 7<sup>th</sup> Judicial District Bridges Program Case Manager regarding OPG, referrals, and data gathering
- l. 06.29.2021 and 07.16.2021: Phone conference with Brittany Bear – SCL Health St. Mary’s Hospital, Grand Junction regarding OPG and referrals
- m. 07.13.2021 and 07.15.2021: Email correspondence and virtual conference with Jennifer Kovaleski and Joseph Vaccarelli – Denver7 regarding background information about the OPG
- n. 07.21.2021: Virtual conference with Emily McDonnel – Social Worker, Guardianship Program, UC Health and Kathleen Hermann – Manager, Inpatient Social Work Services, UC Health regarding a current client
- o. 07.21.2021 and 07.27.2021: Email correspondence and phone conference with Alison Joucovksy – Executive Director, Sunshine Home Share Colorado regarding OPG
- p. 07.22.2021: Email correspondence with Ahsley Johnson – DRCOG Community Transition Services Program for presentation to OPG on 07.30.2021



- q. 07.22.2021: Phone conference with Joe Johnson – Associate Public Guardian, Nebraska Office of Public Guardianship regarding potential referral
- r. 07.23.2021: Phone conference with Kelley Oakley – St. Joseph’s Medical Center and Ashley Cabral – Elms Haven regarding discharge & admission plan for a client
- s. Various dates: Email correspondence with Laurie Kullby – Leads Contract Coordinator, CDHS and Deb Hutson - Program Manager, CDHS, regarding MOU for new FTE Public Guardian position
- t. Various: Check-in meetings with Emily Brager – COO and Megan Brand – Executive Director, Colorado Fund for People with Disabilities

# Attachment 1. OPG Personal Services and Operating Summary - FY21 - as of 7.22.2021

OPG Personal Services and Operating Summary - FY 2021

As of 7/22/2021

Budget Type	Budget	YTD + Projected Exp	Surplus / (Deficit)
Personal Services	\$560,000	\$ 551,049	\$8,951
Operating	\$173,844	\$ 111,136	\$62,708
<b>Total Appropriation</b>	<b>\$733,844</b>	<b>\$662,186</b>	<b>\$71,658</b>

YTD + projected expenditures  
Balance remaining for operating  
Total remaining in program line

	Cash Fund Balance	
	PRIOR YEAR (FY 2020)	YTD Revenue less YTD Expenses
Total Revenue	\$1,038,857	\$1,136,586
Total Expenditures	\$220,886	\$662,186
Net Change	\$817,971	\$474,400
Beg Fund Balance	\$0	\$817,971
<b>= Fund Balance</b>	<b>\$817,971</b>	<b>\$1,292,371</b>

Projected final FY:

Salaries	Pos. #	Actuals						Projections						Year-to-Date	
		July	August	September	October	November	December	January	February	March	April	May	June		
Sophia Alvarez	87001	\$ 9,583	\$ 9,583	9583	\$ 9,583	\$ 9,583	\$ 9,583	\$ 9,583	\$ 9,583	\$ 9,583	\$ 9,583	\$ 9,583	\$ 9,583	\$ 115,000	
America Paz Pastrana	87002	\$ 4,447	\$ 4,447	\$ 4,587	\$ 4,467	\$ 4,467	\$ 4,467	\$ 4,467	\$ 4,467	\$ 4,467	\$ 4,467	\$ 4,467	\$ 4,467	\$ 53,684	
Jacquelyn Beal	87003	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 60,000	
Erin McGavin	87004	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 58,000	
Camille Price	87005	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 58,000	
	87006	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 4,833	\$ 58,000	
<b>Total Salaries</b>		<b>\$ 33,530</b>	<b>\$ 33,530</b>	<b>\$ 33,670</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 33,550</b>	<b>\$ 402,684</b>	
<b>Employee Benefits</b>		<b>\$ 12,415</b>	<b>\$ 12,343</b>	<b>\$ 12,375</b>	<b>\$ 12,348</b>	<b>\$ 12,348</b>	<b>\$ 12,348</b>	<b>\$ 12,365</b>	<b>\$ 12,365</b>	<b>\$ 12,365</b>	<b>\$ 12,365</b>	<b>\$ 12,365</b>	<b>\$ 12,365</b>	<b>\$ 148,365</b>	
<b>Total Personal Services</b>		<b>\$ 45,945</b>	<b>\$ 45,874</b>	<b>\$ 46,045</b>	<b>\$ 45,898</b>	<b>\$ 45,898</b>	<b>\$ 45,898</b>	<b>\$ 45,915</b>	<b>\$ 45,915</b>	<b>\$ 45,915</b>	<b>\$ 45,915</b>	<b>\$ 45,915</b>	<b>\$ 45,915</b>	<b>\$ 551,049</b>	
<b>Actuals</b>															
1920 -Other Professional Services		\$ 1,200	\$ 10,684	\$ -	\$ 7,678	\$ 2,821	\$ 2,960	\$ -	\$ -	\$ 6,108	\$ -	\$ 750	\$ 6,434	\$ 38,634	
1940 -Medical Services		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
1960 -Professional IT Services		\$ -	\$ -	\$ -	\$ -	\$ 2,960	\$ 3,525	\$ 300	\$ 300	\$ 8,394	\$ 3,839	\$ 3,538	\$ 6,035	\$ 28,890	
2255 -Rental of Meeting Rooms & Leased Space		\$ -	\$ -	\$ -	\$ 4,761	\$ 1,800	\$ -	\$ 3,616	\$ 1,833	\$ 1,800	\$ 1,800	\$ 1,800	\$ -	\$ 17,410	
2513 -Mileage Reimbursement (Employee)		\$ -	\$ -	\$ -	\$ 16	\$ 81	\$ 80	\$ 187	\$ 58	\$ 183	\$ -	\$ 330	\$ 192	\$ 1,127	
2631 -Communication Services from Outside Sources		\$ -	\$ 529	\$ 522	\$ 256	\$ -	\$ 646	\$ 256	\$ -	\$ 514	\$ -	\$ -	\$ 515	\$ 3,240	
2680 -Printing & Reproduction Services - Vendors		\$ -	\$ -	\$ -	\$ -	\$ 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.48	\$ -	\$ 18	
2820 -Monitoring Services		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46.25	\$ 49	\$ 95	
3110 -Identification & Safety Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208	\$ 220	
3120 -Books / Periodicals / Subscriptions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,098	\$ -	\$ -	\$ -	\$ -	\$ -	
3121 -Case Jackets		\$ -	\$ -	\$ 1,128	\$ 267	\$ 254	\$ 93	\$ 233	\$ 261	\$ -	\$ 33	\$ 54	\$ -	\$ 2,323	
3123 -Postage		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ 255	\$ -	\$ 479	
3140 -Noncapitalized IT Software		\$ -	\$ -	\$ -	\$ 180	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ 44	\$ -	\$ 524	
3145 -Noncapitalized IT Purchases		\$ -	\$ -	\$ -	\$ -	\$ 1,276	\$ (363)	\$ 134	\$ 134	\$ 578	\$ 2,400	\$ 134	\$ 134	\$ 4,428	
4140 -Dues & Memberships		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 950	\$ 1,260	\$ 2,960	
4170 -Miscellaneous Fees & Fines		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230	\$ 230	
4220 -Registration Fees		\$ -	\$ -	\$ 535	\$ 1,965	\$ -	\$ -	\$ 1,500	\$ -	\$ 160	\$ -	\$ 358	\$ 45	\$ 4,564	
4256 -Other Employee Benefits - Eco Pass		\$ 1,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,509	
<b>Total</b>		<b>\$ 2,709</b>	<b>\$ 11,213</b>	<b>\$ 2,185</b>	<b>\$ 15,123</b>	<b>\$ 9,211</b>	<b>\$ 7,566</b>	<b>\$ 6,225</b>	<b>\$ 6,984</b>	<b>\$ 18,487</b>	<b>\$ 8,072</b>	<b>\$ 8,260</b>	<b>\$ 15,101</b>	<b>\$ 111,136</b>	
Avg. Oper															
<b>Total - YTD + Projections Program Line</b>		<b>\$ 48,654</b>	<b>\$ 57,087</b>	<b>\$ 48,230</b>	<b>\$ 61,021</b>	<b>\$ 55,109</b>	<b>\$ 53,464</b>	<b>\$ 52,141</b>	<b>\$ 52,899</b>	<b>\$ 64,402</b>	<b>\$ 53,987</b>	<b>\$ 54,175</b>	<b>\$ 61,016</b>	<b>\$ 662,186</b>	
														<b>Over/(under) Program Line</b>	<b>\$71,658</b>

## Memorandum of Understanding

This Memorandum of Understanding (“MOU”), dated July 12, 2021 (the “Effective Date”), is made by and between the Colorado Office of Public Guardian (“OPG”) and Medical Legal Partnership Colorado (“MLP-CO”).

### Recitals

A. The Office of Public Guardianship was created within the Colorado Judicial Department to provide legal guardianship services to indigent and incapacitated adults (“OPG Clients”) who: (a) have no responsible family members or friends available and appropriate to serve as a guardian; (b) lack adequate resources to compensate a private guardian and pay the costs and fees associated with an appointment proceeding; and (c) are not subject to a petition for appointment of guardian filed by a county adult protective services unit or otherwise authorized by law. The duties and services of OPG is codified in the Office of Public Guardianship Act, C.R.S. §§ 13-94-101 – 13-94-111 (2017, 2019).

B. OPG is established as a pilot program, to be evaluated and then continued, discontinued, or expanded at the discretion of the General Assembly in 2021. From time-to-time, OPG requires the services of independent legal counsel to address the needs of its Clients.

C. MLP-CO is a 501(c)(3) non-profit Colorado corporation dedicated to addressing the unmet legal needs of underserved Colorado populations and ensuring that state and federal laws that impact the health and welfare of those populations are implemented and enforced. MLP-CO works in conjunction with integrated healthcare teams and other entities to provide legal services that improve health outcomes for vulnerable Coloradans and reduce health disparities and inequity.

D. In 2019, MLP-CO expanded its services to include legal assistance for indigent and incapacitated adults hospitalized at Denver Health and Hospital Authority (“Denver Health”) needing guardianships. In this role, MLP-CO has worked collaboratively with OPG to file petitions that nominate OPG as the guardian and in other efforts to assist incapacitated adults in the City and County of Denver.

E. OPG desires to engage MLP-CO from time-to-time to provide independent legal counsel to address needed services of OPG Clients or to file petitions when OPG will be the nominated guardian. MLP-CO desires to provide discrete legal services to OPG, as needed, in an efficient and cost-effective manner in furtherance of the parties shared goal to assist indigent and incapacitated adults in our community.

## Agreement

In consideration of the above-enumerated recitals, which are incorporated herein by reference, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### I. Legal Representation of OPG

a. Discrete Legal Services. Upon mutual consent of the parties, MLP-CO will represent OPG when independent counsel is needed to address the needs of an OPG Client or for purposes of filing guardianship petitions when OPG will be the nominated guardian. MLP-CO's representation will be limited only to those discrete issues that are agreed upon by the Parties.

b. Referral Process. OPG will determine those matters that are to be referred to MLP-CO. MLP-CO staff (a) will screen the matter for any potential conflicts of interest, (b) will evaluate whether the representation fits within the services provided by MLP-CO, and (c) may accept or decline representation of OPG on the discrete matter.

c. Intake Process. MLP-CO will work collaboratively with OPG staff to obtain all information needed to pursue representation of OPG's interests. The Parties will work together to develop and execute any releases and/or authorizations they deem necessary to access relevant OPG Client information and discuss OPG Clients' legal issues as necessary.

d. Staffing of Cases. An MLP-CO attorney will represent each OPG Client accepted by MLP-CO for the provision of legal services ("MLP-CO Client"). MLP-CO Client representation will be limited only to the discrete issue identified by OPG.

### II. MLP-CO Obligations

a. Supervision and Training. MLP-CO will supervise its attorneys and staff during the provision of legal services and may hire consultants as necessary to assist in representation of OPG's interests.

b. Time Estimates for Completion of Work. For any matter referred by OPG to MLP-CO, MLP-CO will provide a good faith estimate for the time needed to complete the work. If MLP-CO needs additional time to complete the work, it will provide OPG with an estimate of the additional time needed and will not undertake any further work until OPG authorizes the additional work.

c. Billing Process. By the 15<sup>th</sup> of each month, MLP-CO will invoice OPG for all work completed in the previous month. The invoice will include the client, the hours worked and a brief description of the work completed. Once OPG has reviewed and approved the invoice, it will forward the invoice to Judicial Accounting for payment directly to MLP-CO. The parties agree to work collaboratively to address any invoice and/or payment issues that may arise.

d. Salaries and Benefits. MLP-CO will determine the salaries for its employees and will administer the salaries and benefits of its employees.

e. Computer Equipment. MLP-CO attorneys and staff will use their personal computers for purposes of performing legal work for OPG and maintaining Client's legal records.

f. Actions Adverse to Denver Health or Salud Family Health Centers. MLP-CO will not provide legal representation to any individual should such representation involve any action directly or indirectly adverse to Denver Health or Salud Family Health Centers.

g. Certification. MLP-CO certifies that its staff and employees have all necessary skills and licensure to practice law in Colorado and who, in the discretion of the MLP-CO, have adequately fulfilled MLP-CO's hiring requirements to provide services under this Agreement.

### **III. OPG Obligations**

a. Payment. OPG will pay MLP-CO a sum of \$150.00 per hour for matters referred by OPG to MLP-CO.

b. Necessary Records. OPG will provide to MLP-CO all records necessary to undertake representation of matters referred by OPG to MLP-CO. MLP-CO will not contact any OPG Client without the express consent of OPG.

c. OPG Policies. The Parties will provide an orientation to MLP-CO attorneys and staff to familiarize them with OPG'S processes and its applicable policies, rules, standards, and practices.

### **IV. Mutual Obligations**

a. Information Sharing. Each Party will (a) comply with the professional ethical codes, state law, and federal law concerning privacy and confidentiality, and (b) obtain the appropriate releases from each OPG Client that allows for the sharing of non-privileged information and legal files or financial records to the extent that it furthers the legal representation of the OPG Client. With Client release and waiver, the Parties may discuss Client matters for the purpose of providing appropriate representation to Clients. The Parties agree to

jointly identify and develop appropriate Client release forms and cooperate with regard to Client data collection and analysis.

b. Non-Discrimination. Neither Party will, in connection with any aspect of this MOU, discriminate against any person by reason of race, color, religion, national origin, age, gender, sexual orientation, gender expression, physical or mental disability, marital or veteran status, or any other class or characteristics protected by applicable law.

c. Use of Confidential Information.

1. Unless otherwise agreed to in writing by the other Party, each Party agrees to maintain in confidence, and shall keep confidential, all information of the other Party identified as confidential, or reasonably believed to be so, and obtained while performing the services described herein, whether received intentionally or inadvertently, and shall not disclose any such information (i) to any person other than those persons employed by or directly affiliated with each Party who are actively and directly participating in the services described herein; or (ii) except as may be required by law, or compelled by deposition, interrogatory, subpoena, civil investigative demand or similar legal process, or any governmental entity entitled to disclosure of the same. A Party's obligations under this paragraph shall continue until such information loses its status as confidential information of the disclosing party, provided that such loss of status is not due to the receiving party's breach of its confidentiality obligations hereunder.
2. If either Party is requested to disclose confidential or protected information, that Party shall promptly notify the other Party and shall cooperate if the other Party seeks a protective order or other appropriate remedy to prevent disclosure of the confidential or protected information.

## **V. Records**

a. OPG Records. OPG Client records belong solely to and under the exclusive control of OPG.

b. Legal Files. MLP-CO Clients' legal files belong solely to and under the exclusive control of MLP-CO.

## **VI. Insurance, Liability and Indemnification**

a. Professional Liability Insurance. Each MLP-CO attorney shall act as the attorney of record for the MLP-CO Client and shall maintain professional liability insurance during the course of any work for the MLP-CO Client. Each MLP-CO attorney shall provide proof of professional liability insurance upon OPG's request.

b. Liability and Indemnification. MLP-CO is liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act or omission of MLP-CO, its agents or employees, in the performance of its obligations under this MOU. To the extent allowed under the Colorado Governmental Immunity Act, OPG shall be liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act or omission of OPG, its agents, commissioners, subcontractors or employees, in the performance under this MOU.

#### **VI. Term and Termination**

A. Term. The initial term of this Agreement is for one year, commencing June 15, 2021 and ending on 14, 2022; subject, however, to the renewal and termination provisions contained herein.

B. Renewal. This Agreement shall be automatically renewed for an additional one (1) year term, unless either Party shall, prior to expiration of the applicable term of this Agreement, gives thirty (30) days prior written notice of termination to the other Party. In the event any of the terms or condition are changed prior to a renewal, a new agreement, or a fully executed amendment to this Agreement, shall be required.

C. Termination. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party.

#### **VII. Governmental Compliance**

a. The Parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates, and authorizations of any governmental body or authority in the performance or carrying out of its obligations under this Agreement. This Agreement shall be subject to amendments of the applicable laws and regulations relating to the subject matter of this Agreement. In the event any amendment to the applicable laws and regulations creates an inconsistency with the terms of this Agreement, the Parties shall use their best efforts to accommodate both the terms and intent of this Agreement and such amendments.

b. Each Party will obtain and maintain current and in force all licenses, accreditation, certifications, authorizations and/or permits (and will pay the fees therefore) necessary to carry out its duties and responsibilities under this Agreement.

c. The Parties acknowledge that nothing in this Agreement restricts, or is intended to restrict, either Party's ability, if it chooses, to enter into agreements with other providers or suppliers of comparable goods, items, or services, or with other donors.

#### **VIII. Miscellaneous.**

a. Independent Parties. In the performance of all work, duties, and obligations under this Agreement, OPG and MLP-CO are at all times acting as independent parties and neither they nor their respective employees or staff members shall be deemed to be the employee, agent, or joint employee of the other. Neither party shall owe or be required to pay, to or on behalf of any employee of the other party, any compensation or benefits including, but not limited to, taxes related to employment, worker's compensation and unemployment insurance.

b. Entire Agreement; Amendments. This MOU constitutes the entire agreement between the Parties relating to the subject hereof. This MOU may be altered, amended, or revoked only by an instrument signed by all Parties to this MOU.

c. Assignment. Neither Party may assign or subcontract any rights or obligations under this Agreement to another party without prior written consent of the other Party to this Agreement, and any such attempted assignment shall be void and of no effect.

d. Notice. Any notice to be given hereunder by either Party to the other may be affected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the Parties at the addresses appearing following their signatures below, but either Party may change its address by written notice in accordance with this paragraph.

e. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceeding against either MLP-CO or SALUD because of any term contained in this Agreement.

f. Assignment. This Agreement is for services predicated upon the Parties' special abilities or knowledge, and the Parties shall not assign this Agreement in whole or in part without prior written consent of the other Party.

g. Severability. If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

h. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. THERE ARE NO ORAL AGREEMENTS CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

i. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.



j. Waiver. The failure of either Party at any time to require performance of the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any other or subsequent breach, or as a waiver of the provision itself.

k. Binding Agreement. This Agreement shall be effective as of the date hereof and shall be binding upon and inure to the benefit of the successor or assign of either Party hereto.

l. Survival. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

m. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

n. Governing Law. This agreement shall be governed by the laws of the state of Colorado.

This MOU is executed and delivered as of the Effective Date.

**Colorado Office of Public Guardianship**

By: Sophia M. Alvarez  
Name: Sophia Alvarez  
Title: Director

3900 E. Mexico Avenue, Suite 300  
Denver, CO 80210  
Telephone: 720-552-5215

**Medical Legal Partnership Colorado**

By: Marc T. Scanlon  
Name: Marc T. Scanlon  
Title: Executive Director

6255 Quebec Parkway  
Commerce City, CO 80220  
Telephone: 303-227-6448

# Supreme Court of Colorado

2 East 14<sup>th</sup> Avenue  
Denver, CO 80203  
(720) 625-5410

BRIAN D. BOATRIGHT  
CHIEF JUSTICE

## SUPREME COURT OF COLORADO OFFICE OF THE CHIEF JUSTICE

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### Concerning the Waiver of Court Fees in Connection with Matters Involving the Appointment of the Office of Public Guardianship

The Office of the Public Guardianship Act was enacted by Colorado statute at C.R.S. sections 13-94-101, et. seq. The Act mandates the court waive court costs and filing fees “in any proceeding in which an indigent and incapacitated adult is receiving public guardianship services from the office.” § 13-94-106, C.R.S. In addition, the Office of Public Guardianship is a state agency that qualifies for waiver of all docketing and additional clerk fees pursuant to Chief Justice Directive (CJD) 06-01.

Entities or persons other than the Office of Public Guardianship (OPG) file petitions with the court in order to seek the appointment of the OPG for an indigent and incapacitated adult. To facilitate the intent of section 13-94-106 and CJD 06-01, I hereby direct that upon the filing of a Statement of Indigency by the OPG, all docketing and court fees shall be waived for the persons or entities seeking appointment of the OPG for a person determined by the OPG to qualify for appointment.

Done at Denver, Colorado this 9<sup>th</sup> day of June.



Brian D. Boatright, Chief Justice

Denver Probate Court, Colorado Court Address: 1437 Bannock Street, Denver, Colorado 80202	
<b>In re the Interest of:</b>          <b>Respondent.</b>	<b>▲ COURT USE ONLY ▲</b>
	Case Number:  Courtroom 224
<b>STATEMENT OF INDIGENCY</b>	

C.R.S. 13-94-106. **Waiver of court costs and filing fees.** The court shall waive court costs and filing fees in any proceeding in which an indigent and incapacitated adult is receiving public guardianship services from the office.

The Office of Public Guardianship is a state agency and qualifies for waiver of all docketing fees and additional fees charged pursuant to CJD 06-01(I)(a).

I am the Director of the Office of Public Guardianship, and am the nominee for appointment as guardian for the individual above-named. I hereby certify that the above-named individual has been accepted for receiving public guardianship services from the Office of Public Guardianship based on indigency. The Respondent has qualified for public guardianship services based on this agency's review of the Respondent's financial information and any records that have been provided.

DATED: \_\_\_\_\_, 202\_\_.

BY:

\_\_\_\_\_  
Sophia Alvarez  
Director  
Office of Public Guardianship

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# Colorado Office of Public Guardianship

**Director,** Sophia M. Alvarez

**Commissioners**

Kelsey Lesco, Chair  
Deb Bennett-Woods, Vice Chair  
Marco Chayet  
Alison Zinn  
Stephanie Garcia



3900 East Mexico Avenue  
Suite 300  
Denver, CO 80210  
(720) 552-5215  
Info@Colorado-OPG.org

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## STAKEHOLDER ADVISORY PANEL APPLICATION

Thank you for your interest in serving as a member of the Stakeholder Advisory Panel of the Colorado Office of Public Guardianship (OPG). Completing this form will help you understand the skills, time and resource commitments required for this volunteer position. Please read through the entire application before you begin filling it out.

Please return the completed application to the Colorado Office of Public Guardianship, Attention: Sophia M. Alvarez, 3900 East Mexico Avenue, Suite 300, Denver, CO 80210 or by email to [info@colorado-opg.org](mailto:info@colorado-opg.org).

This application will be kept confidential. Applications are used to identify and evaluate potential Panel candidates.

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### Objectives of the Stakeholder Advisory Panel (SAP)

The purpose of the Stakeholder Advisory Panel (SAP) is to establish a forum for communication, information gathering, feedback and collaboration between the OPG, its clients and its community stakeholders. The purpose is accomplished by creating an environment in which clients and stakeholders are able to share their experience or expertise in a timely manner to voice opinions, support, concerns and suggestions regarding the OPG and its operations. In addition, the SAP provides a resource from which the OPG can solicit feedback and recommendations. While the panel is strictly advisory in nature, its work has the potential to influence and shape the OPG while promoting collaboration, accountability and transparency. For this reason, the selection process will be attentive to attracting volunteers that represent a diverse and as broadly representative as reasonably possible selection of members.

The current term is through the end of the Pilot Project and may be renewed if/when the Program is continued or expanded.

### Key Objectives:

- Identify a diverse and representative set of interested stakeholders that are affected by the Colorado OPG and its activities and services.
- Create effective methods of information sharing and ensure regular, appropriate, accessible, and transparent stakeholder consultation.
- Establish a process that provides stakeholders with opportunities to influence CO OPG planning and design.
- Collaborate with governmental and community stakeholders to maximize resources and support continuous improvement of policies and processes.
- Advise or assist with the statutory data collection requirements of the pilot project when possible.
- Guide the OPG to establish and foster respectful, long-lasting and mutually beneficial relationships with stakeholders.

### Expectations:

- At minimum, a commitment to quarterly meetings.
- At a minimum, a commitment of one (1) hour, monthly, of work dedicated to the SAP. For example, reviewing emails, documents, phone calls, etc.

## **MISSION**

The Mission of the Colorado OPG is to provide guardianship services for indigent and incapacitated adults, within the targeted judicial district, when other guardianship possibilities are exhausted. If Colorado adults lack willing and appropriate family or friends, resources to compensate a private guardian, and access to public service organizations that offer guardianship, the Colorado OPG provides guardianship services to secure the health and safety of these individuals while safeguarding their individual rights and preserving their independence wherever possible.

## **VALUE STATEMENT**

**Dignity:** At-risk adults are treated with individual dignity and respect.

**Self-determination:** The concerns and decisions of at-risk adults are, to the greatest extent possible, considered with the assistance to regain or develop capacities and participate in supported decision-making and person-centered planning.

**Access and Quality:** At-risk adults should receive timely access to appropriate services, consistent with best practice, to ensure personal safety and well-being.

**Collaboration:** The Colorado OPG actively seeks collaborative relationships with governmental and community stakeholders to maximize resources and support continuous improvement of policies and processes.

**Accountability and Transparency:** Outcomes of the Colorado OPG are defined, documented, and made available to the Colorado General Assembly and the public, as required by statute, accurately and on a timely basis.

## **VISION STATEMENT**

The Colorado OPG will serve at-risk adults, within the targeted judicial district, with dignity and collaborate with stakeholders to assist in ensuring individuals receive appropriate public guardianship services. The Colorado OPG will educate stakeholders of the value and dignity of at-risk adults to consistently implement least restrictive alternatives and supportive decision-making to ensure the appropriate level of public guardianship is tailored on an individual basis.

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# Colorado Office of Public Guardianship

**Director,** Sophia M. Alvarez

**Commissioners**

Kelsey Lesco, Chair  
Deb Bennett-Woods, Vice Chair  
Marco Chayet  
Alison Zinn  
Stephanie Garcia



3900 East Mexico Avenue  
Suite 300  
Denver, CO 80210  
(720) 552-5215  
Info@Colorado-OPG.org

---

## Stakeholder Advisory Panel Application Form

1. Candidate Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Method of Contact:  Home Phone  Work Phone  Email

Gender identity/expression: \_\_\_\_\_  Prefer not to answer

**Please describe yourself. Select all boxes that apply.:**

- American Indian or Alaska Native
- Asian
- Black or African American
- Hispanic, Latino, or Spanish origin
- Middle Eastern or North African
- Native Hawaiian or Other Pacific Islander
- White or Caucasian
- Other race, ethnicity, or origin
- Decline to answer

**Military Status. Check any that apply.:**

- Active Military
- Active Reserve
- Veteran
- Not applicable
- Decline to answer

2. Current position & employer: \_\_\_\_\_

**\*Please attach a current resume\***

**\*Please feel free to attach additional pages to provide all information\***

3. Please describe the area(s) of strengths/expertise/contributions you feel you can make to further the mission of OPG:

4. Please list your prior experience serving as a Board or Advisory member for other related organizations:

5. What other volunteer commitments do you currently have?

6. The OPG Stakeholder Advisory Panel may meet monthly during the lunchtime or evening. The meeting generally lasts about on (1) hour. Do you have any standing commitments that create a scheduling conflict for you? Yes \_\_\_\_\_ No \_\_\_\_\_



7. Why are you interested in serving as a member of the OPG Stakeholder Advisory Panel?

8. Please share any other information you feel important for consideration of your application to serve as a member of the OPG Stakeholder Advisory Panel.

9. Which of the following Stakeholder Groups do you identify? *[Check all that apply]*

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Government Official                        | <input type="checkbox"/> University |
| <input type="checkbox"/> Health and Medical Care Provider           | <input type="checkbox"/> Attorney   |
| <input type="checkbox"/> Direct Service Provider                    | <input type="checkbox"/> Guardian   |
| <input type="checkbox"/> Advocacy Agency                            | <input type="checkbox"/> Fiduciary  |
| <input type="checkbox"/> Potential Client/Vulnerable Group/Advocate |                                     |

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# Colorado Office of Public Guardianship

**Director,** Sophia M. Alvarez

**Commissioners**

Kelsey Lesco, Chair  
Deb Bennett-Woods, Vice Chair  
Marco Chayet  
Alison Zinn  
Stephanie Garcia



3900 East Mexico Avenue  
Suite 300  
Denver, CO 80210  
(720) 552-5215  
Info@Colorado-OPG.org

---

## Stakeholder Advisory Panel Application Short Form

1. Candidate Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Method of Contact:  Home Phone  Work Phone  Email

Gender identity/expression: \_\_\_\_\_  Prefer not to answer

**Please describe yourself. Select all boxes that apply.:**

- American Indian or Alaska Native
- Asian
- Black or African American
- Hispanic, Latino, or Spanish origin
- Middle Eastern or North African
- Native Hawaiian or Other Pacific Islander
- White or Caucasian
- Other race, ethnicity, or origin
- Decline to answer

**Military Status. Check any that apply.:**

- Active Military
- Active Reserve
- Veteran
- Not applicable
- Decline to answer

2. Why are you interested in serving as a member of the OPG Stakeholder Advisory Panel?

3. The OPG Stakeholder Advisory Panel may meet quarterly during the lunchtime or evening. The meeting generally lasts about one (1) hour. Do you have any standing commitments that create a scheduling conflict for you? Yes \_\_\_\_\_ No \_\_\_\_\_  
Are there better days or times of day that work for you? Yes \_\_\_\_\_ No \_\_\_\_\_  
Are you able to commit to quarterly meetings, at a minimum? Yes \_\_\_\_\_ No \_\_\_\_\_  
Will you need transportation to attend meetings? Yes \_\_\_\_\_ No \_\_\_\_\_  
Will you need access to attend meetings virtually? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Is there anything that you'd like to share about your life or experiences that will help the OPG Stakeholder Advisory Panel?

## STAKEHOLDER ADVISORY PANEL CRITERIA

### 1. Leadership Experience

Stakeholder Advisory Panel (SAP) Members should include leaders in the guardianship, elder, legal, mental health and disability communities and other communities likely to have an impact on the affected populations that the Colorado Office of Public Guardianship (OPG) serves. Members should bring a broad range of experience to the Panel. The OPG is committed to the recruitment and inclusion of diverse Members.

### 2. Relevant Sector Experience.

Members will be recruited from various Stakeholder Groups as identified in Table 4-2 Stakeholder Groups and Consultation Methods, Stakeholder Engagement Plan.

- a. **Non-Profit and Governmental Agencies.** Higher-level leaders are usually the Executive Director, Board President, or Policy Analyst of trusted non-profits and governmental offices.
- b. **Guardianship or Related Areas.** Individuals not associated with non-profits or identified Stakeholder Groups may be members if they have extensive combined expertise with and education (minimum of ten years) in guardianship issues, disability issues, advocacy for populations served by guardians, state and federal benefits, Colorado statutory requirements, guardianship legal process, state and federal regulations related to guardianships, working knowledge of community systems and services and the appropriate utilization for referral and placement of the elderly, people with mental illness, and individuals with intellectual and developmental disabilities.

### 3. Education.

Generally, it is desirable that a Panel candidate should hold an undergraduate degree. It is further desirable for the candidate to have earned a masters or doctoral degree. These criteria are not meant to exclude an exceptional candidate who does not meet these educational criteria.

### 4. Personal.

The Panel candidate should be of the highest moral and ethical character. Additionally, the candidate should demonstrate a personal commitment to areas aligned with the OPG's public mission of providing guardianship services to secure the health and safety of these individuals while safeguarding their individual rights and preserving their independence wherever possible.

### 5. Individual Characteristics.

The Panel candidate should have the personal qualities to be able to make a substantial active contribution to Panel deliberations. These qualities include intelligence, self-assuredness, a high ethical standard, inter-personal skills, independence, courage, a willingness to ask the difficult question, communication skills and commitment. In considering candidates for the Panel, the Panel, the Panel should constantly be striving to achieve the diversity of the communities in which the OPG operates.

The Panel candidate should have identifiable strengths to enhance the Stakeholder Advisory Panel as a whole. These strengths may include: Knowledge and understanding as outlined in numbers 2 and 3; policy analysis; and established contacts within the identified populations.

**6. Availability.**

The Panel candidate must be willing to commit and have time available for **quarterly** meetings, and projects outside of meeting times.

**7. Compatibility.**

The Panel candidate should be able to have good communication and good working relationship with the other members and contribute with cultural competency and professionalism.

**Table 4 – 2. Stakeholder Groups and Consultation Methods.**

STAKEHOLDER GROUP	CONSULTATION METHODS
<p><b>Government officials</b></p> <ul style="list-style-type: none"> <li>• Denver Police Department</li> <li>• Denver Probate Court</li> <li>• State Court Administrator’s Office</li> <li>• Judicial Department</li> <li>• CDHS – APS</li> <li>• CDHS – Office of Community Access &amp; Independence</li> <li>• CDHS – Office of Behavioral Health</li> <li>• APS – Policy Group</li> <li>• Senators, Representatives/General Assembly</li> <li>• Joint Budget Committee</li> <li>• Medicaid Ombudsman</li> <li>• Long Term Ombudsman</li> <li>• Department of Education</li> <li>• Colorado Civil Rights Division</li> <li>• Department of Vocational Rehabilitation</li> <li>• Denver Forensic Collaborative for At-Risk Adults</li> <li>• Denver County Court Probation</li> <li>• Financial Security Coalition</li> <li>• Alzheimer’s Task Force</li> <li>• Colorado Public Defender’s Office</li> <li>• Alternate Defense Counsel</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Health and medical care providers</b></p> <ul style="list-style-type: none"> <li>• Denver Health Medical Center</li> <li>• Rose Medical Center</li> <li>• St. Joseph Medical Center</li> <li>• Behavioral Health Services</li> <li>• Area Agency on Aging</li> <li>• Mental Health Center of Denver</li> <li>• Vision</li> <li>• Dental</li> <li>• Primary Care</li> <li>• Colorado Mental Health Institute Pueblo</li> <li>• Colorado Mental Health Institute Fort Logan</li> <li>• Veterans Administration</li> <li>• Colorado Hospital Association</li> <li>• Colorado Guardianship Association</li> <li>• Similar providers in non-Denver and rural counties</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Direct service providers</b></p> <ul style="list-style-type: none"> <li>• Lutheran Family Services</li> <li>• Colorado Fund for People with Disabilities</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> </ul>

<ul style="list-style-type: none"> <li>• Colorado Coalition for the Homeless</li> <li>• Rocky Mountain Human Services</li> <li>• Senior Support Services</li> <li>• Rocky Mountain Crisis Partners</li> <li>• Ability Connection Colorado</li> <li>• Center for Trauma and Resilience</li> <li>• Care facilities</li> <li>• Long-term care providers</li> <li>• Similar providers in non-Denver and rural counties</li> </ul>	<ul style="list-style-type: none"> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Advocacy agencies</b></p> <ul style="list-style-type: none"> <li>• Alzheimer’s Association</li> <li>• Disability Law Colorado</li> <li>• Arc of Colorado</li> <li>• Area Agency on Aging</li> <li>• Brain Injury Alliance of Colorado</li> <li>• Colorado Guardianship Association</li> <li>• Colorado Gerontological Society</li> <li>• Denver Regional Council of Governments (DRCOG) Area Agency on Aging</li> <li>• Colorado Healthcare Ethics Forum</li> <li>• Cultural Centers and advocacy organizations</li> <li>• Similar agencies in non-Denver and rural counties</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Potential Clients/vulnerable groups/Advocates</b></p>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Universities</b></p> <ul style="list-style-type: none"> <li>• University Colorado Denver</li> <li>• University of Denver</li> <li>• Metropolitan State University of Denver</li> <li>• Similar entities in non-Denver and rural counties</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>

<p><b>Attorneys</b></p> <ul style="list-style-type: none"> <li>• Colorado Bar Association (CBA)</li> <li>• CBA, Elder Law Section</li> <li>• CBA, Professional Fiduciary Oversight Exploration Committee</li> <li>• Denver Bar Association</li> <li>• Similar Associations in non-Denver and rural counties</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Guardians</b></p> <ul style="list-style-type: none"> <li>• Medical Legal Partnership Colorado</li> <li>• Guardianship Alliance of Colorado</li> <li>• Colorado Guardianship Association</li> <li>• ELDEResources</li> <li>• Aspen Guardianship &amp; Care Services</li> <li>• SilverKey</li> <li>• Others TBD and in non-Denver and rural counties</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Fiduciaries</b></p> <ul style="list-style-type: none"> <li>• Public Administrators</li> <li>• Fiduciary/Conservators Firms</li> <li>• Private Fiduciaries</li> <li>• Others TBD non-Denver and rural counties</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence by phone/text/email/instant message</li> <li>• CO OPGPP web site</li> <li>• One-on-one interviews</li> <li>• Formal meetings</li> <li>• Public meetings</li> <li>• Print media</li> <li>• Workshops</li> </ul>
<p><b>Mandatory members</b></p> <ul style="list-style-type: none"> <li>• Ex-Officio OPG Commissioner</li> <li>• OPG Staff</li> <li>• OPG Client</li> </ul>	



## Policy 6.10. GUARDIAN SUPERVISION

- a. The Colorado Office of Public Guardianship (OPG) shall model the highest standard of practice for guardians. ~~to improve the performance of all guardians in the state.~~ As such, the Colorado OPG will provide experienced supervision and support to all Public Guardians. All Public Guardians will strictly adhere to their duties as set forth in the Colorado Probate Code and they use the National Guardianship Association Standards of Practice for Agencies and Programs Providing Guardianship Services Standards I – III, V, and VI; National Guardianship Association Ethical Principles; and National Guardianship Association Standards of Practice-1 – 16, 23, and 24 for professional guidance as to best practices in the event the Colorado Probate Code does not provide specific mandates or procedures.
- b. ~~As such, the~~The Director of the OPG will seek certification from the Center for Guardianship Certification for National and Master Guardianship certifications within five years of employment with the Colorado OPG.
- c. ~~The Colorado~~OPG training and curriculum for Public Guardians is geared designed to lay a foundation for each Public Guardian to become certified~~toward becoming certified.~~ Public Guardians are strongly encouraged to pursue National and Master Guardianship certifications within five years of employment.
- d. The Director for the ~~Office of Public Guardian~~OPG shall meet with each Public Guardian for a quarterly case review to ensure that individual goals are being met of both the Public Guardian and the wards whom the Public Guardian serves. These case reviews will be scheduled at a mutually agreed upon time and may take place in person or via an electronic meeting platform.
- e. A weekly team meeting is required of all staff members. The meeting may take place in person or via electronic meeting platform. The meeting is intended to serve as a way to touch base with all team members to update about cases that are currently at the forefront of each Public Guardian. The weekly meetings are also designed to be a way in which Public Guardians can problem solve with one another and consult with other members of the team about resources, strategies, and ideas. Finally, the weekly meeting serves as a way to announce information, receive feedback as a group, etc.
- f. ~~The Office of Public Guardian will establish an Internal Ethics committee process for decisions that~~ involve end of life or are ethically complex or controversial. The Ethics committee will establish guidelines for decision-making in such controversial or complex areas. ~~Generally, the process will take place as follows:~~

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While the Public Guardians must strictly adhere to the Colorado Probate Code, the Colorado Probate Code does not outline decision-making procedures. When making end of life decisions, complex care or residential decisions, or decisions that could be deemed controversial, the Public Guardian must rely on his or her own expertise and whatever information he or she deems necessary to fully inform these decisions. The Public Guardian is encouraged to rely on best practices, as outlined by the National Guardianship Association, and should, where non-emergent decisions arise, consult with the Director and/or the OPG ethics committee for further analysis and insight. Nothing about this process shall divest the Public Guardian of his or her authority pursuant to the Colorado Probate Code or pursuant to any Court Order and this process, while strongly encouraged, may vary slightly as General Guidelines are available, but it must be recognized that ethical concerns are often case specific and emergency circumstances will likely require a different approach within the Public Guardian's discretion to act at all times in the ward's best interest and to exercise reasonable care, diligence, and prudence, may be considered on a case by case basis. In situations where the client's desires are unknown, it is especially important to follow ethical guidelines and input: General guidelines include:

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Commented [DE1]: As outlined where?

i. The Public Guardian will consult the Director regarding any end of life decision, decisions deemed to be complex, decisions deemed to be high risk, or decisions that may be deemed controversial. as outlined within this policy. The Director will review and be involved with any decision moving forward, as necessary.

ii. If the Director believes more input is necessary to assist with the Public Guardian's decision, the Internal Ethics committee will be consulted in a timely manner where possible.

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iii. The Public Guardian may handle routine medical decisions. Where possible, the Public Guardian should seek input from the Director or the Internal Ethics Committee as to any end of life decision, decisions deemed to be complex, decisions deemed to be high risk, or decisions that may be deemed controversial. that do not require the guardian to seek further consultation outside of the weekly individual conference with the Director.

Commented [DE2]: Consent from whom? From the ward? Or from anyone?

iv. The Public Guardian may handle placement matters unless the ward is to be moved to a more restrictive environment. that do not require the guardian to seek further consultation outside of the weekly individual conference with the Director. In that circumstance, Should a more restrictive placement than the current placement be recommended, the Public Guardian and Director may consult the Internal Ethics Committee.

Commented [DE3]: More restrictive than what?

v. The Public Guardian must consult with the Director and the Internal Ethics Committee for high-risk medical procedures or interventions that require guardian consent unless an emergency prevents such consultation.

~~iv. The Public Guardian must consult with the Director and the Internal Ethics Committee for end of life matters that require guardian consent.~~

~~2.1. The Public Guardian will consult the Director as outlined within this policy. The Director will review and be involved with any decision moving forward, as necessary.~~

Commented [DE4]: As outlined where?

~~3. If the Director believes more input is necessary to assist in making a decision, the Internal Ethics committee will be consulted in a timely manner depending upon how much time is available for a decision to be made on the matter.~~

~~4.2. For an individual that is hospitalized, the Internal Ethics Committee may consist of the Public Guardian, Director, hospital's Ethics Committee, and appropriate attending physician(s) and specialists.~~

~~5.3. For an individual that is not hospitalized, the Internal Ethics Committee may consist of an outside ethicist, Public Guardian, Director, OPG Commission member, and appropriate attending physician(s) and specialists. The outside ethicist may be a professor of ethics, bioethics and/or humanities.~~

Commented [DE5]: Examples of who this person may be?

~~6. If the decision is still too complex to proceed, the Colorado OPG will ask for the court's involvement to guide the decision.~~