

**OPG Commission meeting
Director Report
12.15.2021**

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 12.15.2021 meeting:

- Attachment 1: SCAO/Judicial provided FY 2021 Final Budget Summary and Monthly Budget Summary as of 11.04.2021
- Attachment 2: SCAO/Judicial provided FY 2021 Final Budget Summary and Monthly Budget Summary as of 12.02.2021
- Attachment 3: Executed CFPD and OPG contract
- Attachment 4: FY 22-23 Budget Request Draft
- Attachment 5. JBC Common and General Questions

I. Budget Update.

- a. I previously provided the monthly budget reports for November and December that are provided to me from Hugh Wilson, Judicial Budget Manager. **See Attachments 1 and 2.**
- b. I executed an updated the Colorado Fund for People with Disabilities (CFPD) contract to reflect changes in terms due to Next Fifty grant funds awarded to CFPD. **See Attachment 3.**
- c. FY22-23 Budget Request Draft. **See Attachment 4.** This Budget Request is based on the Expansion Plan. I worked closely with Hugh Wilson, SCAO Budget Manager, and SCAO Budget Analyst,

Mike Henthorn, on both the Budget Request and the Plan. The Budget Request is for \$456,326.00 from the OPG Cash Fund. Please note the Request Summary is accurate while the Fiscal Request on page 5 for the Supervising Case Managers is inaccurate.

- i. Judiciary Budget Committee Briefing was held on 12.06.2021. There was no discussion specifically related to the OPG. However, the JBC is requesting specific responses from all Judicial and Independent agencies for Common and General Questions - See Attachment 5. I am working with Hugh Wilson and Alfredo Kemm, the JBC Staff, on these responses and will reach out to Chair Lesco as needed.
 - ii. Judiciary Budget Committee Hearing is scheduled for the afternoon of 12.15.2021 from 4:45p.m. – 5:00 p.m.
As discussed at the October 2021 meeting, I drafted an Interim Report to provide at the JBC Hearing on 12.15.2021. Commissioner Bennett-Woods reviewed and provided feedback. I am finalizing some data points and I will provide a final Interim Report prior to the 12.15.2021 Commission meeting. The Interim Report will be a part of the JBC presentation.
- d. 12.07.2021: Quarterly meeting with OBH/RMHS Community Transitions/CHMI-Ft. Logan and Pueblo for PG serving CMHI clients. We have caseload capacity for 10 referrals:
1. We accepted 7 referrals: 4 Pueblo; 3 Ft. Logan. 3 referrals have been referred to the CMHI Attorney General for filing. We are waiting for the institutes to confirm the next 3 referrals.
- e. Guardians now have Language Line available for interpreter services when meeting with clients. The service is also available for direct service providers when serving OPG clients. The OPG

serves 9 non-English speaking clients. Spanish, Vietnamese, and Polish are the languages sometimes needed for interpretation.

- f. Commissioner Terms: On 10.22.2021, I provided a list of candidates to the Governor's Office and the Chief Justice's Office. The candidates were provided by current Commissioners. I responded to various email requests for information, but I have no updates.
- g. I'm working with Attorney General Robert Finke on a contract template to contract with attorneys for filing motions, etc. on behalf of OPG clients.

II. **Stakeholder Engagement Plan – In progress.** We did not receive enough applications. Therefore, we are in the process of reaching out to more applicants to have a more diverse Stakeholder Advisory Panel. The goal is to have a SAP in place by Spring 2022. I believe expansion will also assist in this goal.

III. **Colorado OPG Pilot Program Operating Policies Updates – No updates.**

- a. **Policy 8. Ensuring Systemic Equality Services Standards – Completed.**
- b. **Policy 5. Colorado OPG Fiscal Policy – Client Emergency Fund – In Progress.** Will be considered with discontinuation plan proposal.
- c. **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 Certified Guardian: In progress.
 - a. Erin McGavin's exam is scheduled for 12.28.2021
- iii. CU Anschutz Emotional and Mental Health Webinar Series in Older Adults:
 - a. 11.11.2021: Enjoying a Nip, Without Doing "Too Much"
 - b. 11.18:2021: Hearing Well and How it Keeps Us Connected
- iv. Self-paced dates: Arc of Aurora THINK+CHANGE I/DD Online Training Course:
Cultivate Learning That Advances Everyone; People with Intellectual and Developmental Disabilities (IDD) and You
- v. 10.24.2021 – 10.26.2021: National Guardianship Association Annual Conference. NGA is no longer able to provide a virtual conference option. Two public guardians will attend in person.
 - a. Guardians that attended will present at OPG Group Conferences
- vi. 11.09.2021: CGA private screening of Fast Forward – A Conversation with Millennials and Baby-Boomers About Caregiving

d. Intake Eligibility, Prioritization and Referral Process.

- i. Update on number of registered users, referrals, accepted cases, etc. as of **12.07.2021**. An update will be provided at the 12.15.2021 meeting.
 1. 74 Active guardianships
 2. 6 referrals pending in court proceedings
 3. 6 Partial/Incomplete referrals
 4. 13 *New Hold status for 6 months (now includes OBH/CHMI- Ft. Logan/Pueblo referrals that are non-OBH/Momentum contract referrals)
 5. 10 clients passed away since CO OPG appointment (all non-COVID related)
 6. 21 Declined referrals
 1. Expired/Incomplete information – 8
 2. Withdrawn by Ft. Logan – 1
 3. Family available to serve – 6
 4. Not incapacitated – 2
 5. Not adult - 1
 6. Texas referral - 1
 7. Nebraska referral - 1
 8. Alaska referral - 2
 7. 68 streamlined referrals (Non-Denver County) – Declined
 1. Adams County – 2
 2. Arapahoe County – 8
 3. Boulder County – 4
 4. Broomfield - 1
 5. “Denver County” - 2
 6. El Paso County – 17
 7. Garfield County – 1
 8. Gunnison County – 1
 9. Huerfano County - 3
 10. Jefferson County – 3
 11. Lake County - 1

12. La Plata County – 2
13. Larimer County - 4
14. Las Animas County - 2
15. Mesa County – 1
16. Montrose County – 2
17. Otero County – 3
18. Pueblo County - 3
19. Washington County - 1
20. Weld County – 7

e. **Data gathering - In progress.**

1. **Interim Report - In Progress.** As discussed at the October 2021 meeting, I drafted an Interim Report to provide at the JBC Hearing on 12.15.2021. Commissioner Bennett-Woods reviewed and we are in the process of finalizing it for the hearing. I will provide a final Interim Report prior to the Commissioner meeting on 12.15.2021.

2. **Survey Data Highlights**

1. Closed the initial Survey on September 14, 2021.
2. Grant started interviewing survey participants about the need for public guardianship services in their service areas, identifying stakeholders, and identifying successor guardians for the discontinuation plan.

3. Grant and I are following up with stakeholders regarding cost analysis data:

1. Denver Department of Public Safety
2. Denver Housing
3. Coalition for the Homeless
4. Denver Health: Hospital expenses and Medicaid/Medicare reimbursement

5. Various: Meeting with Deb Hutson regarding CMHI expenses and costs, collaboration, expansion and discontinuation plan.
 6. We are also in the process of identifying other interviewees/case examples from all populations that OPG serves.
4. Grant continues to research and meet 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>). Dr. Teaster is known for her work with Public Guardianship programs. Dr. Teaster provided resources for Grant to review for cost analysis data.
5. I am reviewing SCAO data regarding regularly collected guardianship data to show trends in the overall Colorado appointments of guardians for adults and I/DD juveniles that may potentially need a guardian as adults.
6. I am reviewing various Funding Models of other Public Guardianship programs as well as other human service models.
7. 10.07.2021: Meeting with Lara VandenBergh – Guardianship, Department of Veteran Affairs costs of housing veterans needing a guardian as well as data for the veteran need for guardianship. Lara will provide data related to the cost savings of her guardianship program.

8. I am reviewing Department of Correction data related to costs of housing inmates needing a guardian as well as data for the inmate need for guardianship.

1. Various: Email correspondence virtual conferences with Kara Brown – Community Care Case Manager, Department of Corrections and Dr. Janice Diaz Enriquez – Psychologist, Department of Corrections regarding referrals and data gathering collaboration. We continue with follow up meetings for data gathering.

9. Various: Email correspondence and virtual conference with Judy Ham – Executive Director – Ability Connections, Juanita Peterson – Title, Ability Connections, Brad Torch – Title, Ability Connections, and Grant Yoder regarding data and collaboration. We continue with follow up meetings for data gathering.

10. Various: Email correspondence and virtual conference with Dayton Ramirez – Executive Director – Silver Key Senior Services, Inc., Ann McKenzie – Title, Silver Key Senior Services, Inc., and Grant Yoder regarding data and collaboration, expansion and discontinuation plan. We continue with follow up meetings for data gathering.

11. Various: Email correspondence and virtual conference with Natalie DeVille – Program Director Brian Brant, Loretta Bozeman, Lutheran Family Services LifeWork Aging Solutions regarding data and collaboration, expansion and discontinuation plan. We continue with follow up meetings for data gathering.

12. Various: Email correspondence and virtual conference with Christiano Sosa – Executive Director, The Arc of Colorado regarding data and collaboration, expansion and discontinuation plan.

13. Various and 11.18.2021: Email correspondence and virtual conference with Julie Reiskin – Executive Director and Chris Brock – Attorney, Colorado Cross-Disability Coalition regarding data and collaboration, expansion and discontinuation plan.

14. Various: Email correspondence with Carl Glatstein regarding potential coordination efforts with Colorado Bar Association. We will likely schedule a meeting after the holidays.

15. Various and 11.23.2021: Email correspondence and phone conference with Jenny Bender – Executive Director of Colorado CASA regarding the need for OPG services for juveniles graduating from the foster system as well as CASA funding and volunteer models.

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

V. **Stakeholder Meeting Update** since 10.27.2021.

a. 10.14.2021: Email correspondence with Attorney Sarah Golombeck regarding a referral

b. 10.26.2021: Email correspondence with Attorney Christopher Turner regarding a referral

c. 10.28.2021: Virtual meeting with Casey Todd – RMHS Transition Community Program regarding return agreements and referral process for the OBH/Momentum program

- d. 10.29.2021: Attend team meeting at client's family home regarding family concerns and request for Thanksgiving visit at home
- e. 10.29.2021: Email correspondence with Whitney Nettleton – APS and Dave Bernahrt, City Attorney's office regarding an emergency referral and OPG updates
- f. 11.01.2021 and 11.03.2021: Email correspondence with Arnie Swenson - CFPD Director, Mission Supports regarding joint City Cast Denver Podcast and RMHS Mill Levy funding for undocumented individuals
- g. 11.01.2021: Email correspondence with Chris Brock – Colorado Cross-Disability Coalition, Attorney regarding referral from Susan Anderson – DRCOG, Case Manager-Case Management Program
- h. 11.04.2021 and 11.11.2021: Email correspondence and phone conference with Bree Davis – Host, City Cast Denver Podcast regarding potential OPG podcast
- i. 11.03.2021: OPG presentation to Social Work Department at Swedish Hospital
- j. 11.04.2021: Attend Colorado Long-Term Community Ethics Committee meeting
- k. 11.05.2021: Introductory meeting with Alfred Kemm – Joint Budget Committee Staff
- l. 11.08.2021: Attend team meeting for client at nursing home
- m. 11.10.2021: Attend Denver Forensic Collaborative meeting
- n. 11.10.2021: Email correspondence with Meg Donahue – Alzheimer's Association regarding Colorado Guardianship

Association members list that are willing to be Medical Powers of Attorney

- o. 11.12.2021 and 12.01.2021: Email correspondence and virtual meeting with Melissa Gutierrez – Mesa County Supervisor Child Welfare & Chafee Program Supervisor, Mesa County Department of Human Services regarding OPG services for juveniles graduating from the foster care system and referrals
- p. 11.15.2021: Phone conference with DPD Detective Ken Klaus regarding referral to OPG
- q. 11.15.2021: Phone conference with Claudia Garcia – former landlord regarding past due rent
- r. Various and 11.22.2021: Email correspondence and virtual meeting with Emily McDonnell and Kathleen Hermann – University of Colorado Hospital regarding an emergency referral and potential hospital funding to OPG for guardianships
- s. 11.23.2021: Attend team meeting for a client at nursing home regarding care
- t. 12.07.2021: Email correspondence and virtual meeting with several members of Mesa County Department of Human Services regarding Denver referral a juvenile graduating from the foster care system
- u. 12.03.2021: Meeting with Dawn Tripp – Director of Social Work, CMHI-Pueblo regarding team communication
- v. 12.06.2021: Email correspondence with Sarah Cope - Denver Health, Co-Medical Director of Oasis Unit regarding referrals and OPG capacity
- w. Various and 12.07.2021: Email correspondence with Deborah Smith – Boulder County District Attorney’s Office and Community

Justice Services regarding OPG services and training on 12.07.2021. Ms. Smith's office agreed to be included in the data collection for the Director Report

- x. Various: Email correspondence and phone conferences with Hugh Wilson regarding budget request and JBC hearing
- y. Various: Email correspondence and phone conference with Lara VandenBergh regarding potential referral
- z. Various: Email correspondence with Susan Anderson – DRCOG, Case Manager-Case Management Program and Desiree Boelte, Area Agency on Aging - Manager, regarding data and Jefferson County referral
- aa. Various: Email correspondence with Medical Legal Partnership regarding filing a motion to transfer an OPG client's pension to CFPD/SSA Representative Payee account
- bb. Various: Michael Tessean - Director of Leadership of Organizational Development, CHMI, Dawn Tripp – Managing Social Worker, and Erin McGavin – Public Guardian regarding communication concerns with CHMI-Pueblo team and communication
- cc. Various: Email correspondence and virtual conferences with Dina Rouff – Mission Supports Case Manager, Colorado Fund for People with Disabilities (CFPD) regarding emergency referral
- dd. Various: Emails correspondence with Jennifer Kovaleski and Joseph Vaccarelli - Denver 7 News regarding interview about the OPG office. Interview scheduled for 01.27.2022.

Attachment 1. OPG Budget Summary as of 11.04.2021

OPG Personal Services and Operating Summary - FY 2022

As of 11/4/2021

Budget Type	Budget	YTD + Projected Exp	Surplus / (Deficit)
Personal Services	\$653,000	\$ 646,417	\$6,583
Operating	\$188,253	\$ 113,292	\$74,961
Total Appropriation	\$841,253	\$759,709	\$81,544

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

	Cash Fund Balance	
	PRIOR YEAR (FY 2021)	Projected Revenue less YTD Expenses
Total Revenue	\$1,136,656	\$1,200,000
Total Expenditures	\$662,072	\$841,253
Net Change	\$474,584	\$358,747
Beg Fund Balance	\$819,590	\$1,294,174
= Fund Balance	\$1,294,174	\$1,652,921

spending authorit
projected fund ba

Salaries	Pos. #	Actuals					Projections									
		July	August	September	October	November	December	January	February	March	April	May	June	Year-to-Date		
Director	87001	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 118,450	
Staff Assistant	87002	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 54,965	
Public Guardian	87003	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 61,800	
Public Guardian	87004	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 59,740	
Public Guardian	87005	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 59,740	
Public Guardian	87006	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 59,740	
Public Guardian	87007	\$ 3,409	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 58,409	
Total Salaries		\$ 37,945	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 472,844	
Employee Benefits		\$ 13,970	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 173,573	
Total Personal Services		\$ 51,916	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 646,417	
Actuals																
1920 -Other Professional Services		\$ -	\$ 90	\$ 90	\$ 90										\$ 270	
1935 - Attorneys		\$ -	\$ -	\$ 198	\$ -										\$ 198	
1940 -Medical Services		\$ -	\$ -	\$ -	\$ -										\$ -	
1950 -Professional Services from Other Colorado Departments		\$ -	\$ 10	\$ 25	\$ -										\$ 35	
1960 -Professional IT Services		\$ 600	\$ 5,319	\$ 300	\$ 5,418										\$ 11,637	
2255 -Rental of Meeting Rooms & Leased Space		\$ 1,802	\$ -	\$ 3,600	\$ 1,800										\$ 7,202	
2510 -General Travel (Employee)		\$ 15	\$ -	\$ -	\$ -										\$ 15	
2513 -Mileage Reimbursement (Employee)		\$ 72	\$ 140	\$ 717	\$ 94										\$ 1,022	
2530 -General Travel		\$ -	\$ -	\$ -	\$ 897										\$ 897	
2531 -Common Carrier Fares		\$ -	\$ -	\$ -	\$ 432										\$ 432	
2631 -Communication Services from Outside Sources		\$ -	\$ 257	\$ 257	\$ 383										\$ 897	
2680 -Printing & Reproduction Services - Vendors		\$ 146	\$ -	\$ -	\$ -										\$ 146	
2820 -Monitoring Services		\$ -	\$ -	\$ -	\$ -										\$ -	
3110 -Identification & Safety Supplies		\$ -	\$ -	\$ -	\$ -										\$ -	
3120 -Books / Periodicals / Subscriptions		\$ -	\$ -	\$ -	\$ -										\$ -	
3121 -Case Jackets		\$ 933	\$ 333	\$ 178	\$ -										\$ 1,444	
3123 -Postage		\$ -	\$ -	\$ -	\$ -										\$ -	
3140 -Noncapitalized IT Software		\$ 1,861	\$ -	\$ -	\$ -										\$ 1,861	
3145 -Noncapitalized IT Purchases		\$ -	\$ 5,940	\$ 155	\$ -										\$ 6,095	
4140 -Dues & Memberships		\$ -	\$ 110	\$ -	\$ -										\$ 110	
4170 -Miscellaneous Fees & Fines		\$ -	\$ -	\$ -	\$ -										\$ -	
4220 -Registration Fees		\$ -	\$ 24	\$ -	\$ 900										\$ 924	
4256 -Other Employee Benefits - Eco Pass		\$ -	\$ -	\$ -	\$ -										\$ -	
Total		\$ 5,428	\$ 12,223	\$ 5,520	\$ 10,013	\$ 10,013	\$ 10,013	\$ 10,013	\$ 10,013	\$ 10,013	\$ 10,013	\$ 10,013	\$ 10,013	\$ 10,013	\$ 113,292	
Avg. Oper																
Total - YTD + Projections Program Line		\$ 57,344	\$ 66,268	\$ 59,566	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 759,709	
															Over/(under) Program Line	\$81,544

Attachment 2. OPG Budget Summary as of 12.02.2021

OPG Personal Services and Operating Summary - FY 2022

As of 12/2/2021

Budget Type	Budget	YTD + Projected Exp	Surplus / (Deficit)
Personal Services	\$653,000	\$ 646,417	\$6,583
Operating	\$188,253	\$ 92,578	\$95,675
Total Appropriation	\$841,253	\$738,995	\$102,258

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

	Cash Fund Balance	
	PRIOR YEAR (FY 2021)	Projected Revenue less YTD Expenses
Total Revenue	\$1,136,656	\$1,150,000
Total Expenditures	\$662,072	\$841,253
Net Change	\$474,584	\$308,747
Beg Fund Balance	\$819,590	\$1,294,174
= Fund Balance	\$1,294,174	\$1,602,921

spending authorit
projected fund ba

Salaries	Pos. #	Actuals						Projections						Year-to-Date	
		July	August	September	October	November	December	January	February	March	April	May	June		
Director	87001	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 9,871	\$ 118,450	
Staff Assistant	87002	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 4,580	\$ 54,965	
Public Guardian	87003	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 5,150	\$ 61,800	
Public Guardian	87004	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 59,740	
Public Guardian	87005	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 59,740	
Public Guardian	87006	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 4,978	\$ 59,740	
Public Guardian	87007	\$ 3,409	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 58,409	
Total Salaries		\$ 37,945	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 39,536	\$ 472,844	
Employee Benefits		\$ 13,970	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 14,509	\$ 173,573	
Total Personal Services		\$ 51,916	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 54,046	\$ 646,417	
		Actuals						Projections							
1920 -Other Professional Services		\$ -	\$ 90	\$ 90	\$ 90	\$ 450								\$ 720	
1935 - Attorneys		\$ -	\$ -	\$ 198	\$ -	\$ 198								\$ 396	
1940 -Medical Services		\$ -	\$ -	\$ -	\$ -	\$ -								\$ -	
1950 -Professional Services from Other Colorado Departments		\$ -	\$ 10	\$ 25	\$ -	\$ -								\$ 35	
1960 -Professional IT Services		\$ 600	\$ 5,319	\$ 300	\$ 5,418	\$ 548								\$ 12,184	
2255 -Rental of Meeting Rooms & Leased Space		\$ 1,802	\$ -	\$ 3,600	\$ 1,800	\$ -								\$ 7,202	
2510 -General Travel (Employee)		\$ 15	\$ -	\$ -	\$ -	\$ -								\$ 15	
2513 -Mileage Reimbursement (Employee)		\$ 72	\$ 140	\$ 717	\$ 94	\$ 797								\$ 1,820	
2530 -General Travel		\$ -	\$ -	\$ -	\$ 897	\$ -								\$ 897	
2531 -Common Carrier Fares		\$ -	\$ -	\$ -	\$ 432	\$ -								\$ 432	
2631 -Communication Services from Outside Sources		\$ -	\$ 257	\$ 257	\$ 383	\$ -								\$ 897	
2680 -Printing & Reproduction Services - Vendors		\$ 146	\$ -	\$ -	\$ -	\$ -								\$ 146	
2820 -Monitoring Services		\$ -	\$ -	\$ -	\$ -	\$ -								\$ -	
3110 -Identification & Safety Supplies		\$ -	\$ -	\$ -	\$ -	\$ -								\$ -	
3120 -Books / Periodicals / Subscriptions		\$ -	\$ -	\$ -	\$ -	\$ -								\$ -	
3121 -Case Jackets		\$ 933	\$ 333	\$ 178	\$ -	\$ -								\$ 1,444	
3123 -Postage		\$ -	\$ -	\$ -	\$ -	\$ -								\$ -	
3140 -Noncapitalized IT Software		\$ 1,861	\$ -	\$ -	\$ -	\$ -								\$ 1,861	
3145 -Noncapitalized IT Purchases		\$ -	\$ 5,940	\$ 155	\$ -	\$ -								\$ 6,095	
4140 -Dues & Memberships		\$ -	\$ 110	\$ -	\$ -	\$ -								\$ 110	
4170 -Miscellaneous Fees & Fines		\$ -	\$ -	\$ -	\$ -	\$ -								\$ -	
4220 -Registration Fees		\$ -	\$ 24	\$ -	\$ 900	\$ -								\$ 924	
4256 -Other Employee Benefits - Eco Pass		\$ -	\$ -	\$ -	\$ -	\$ -								\$ -	
Total		\$ 5,428	\$ 12,223	\$ 5,520	\$ 10,013	\$ 1,993	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 92,578	
		Avg. Operating thru October													
Total - YTD + Projections Program Line		\$ 57,344	\$ 66,268	\$ 59,566	\$ 64,059	\$ 56,038	\$ 62,246	\$ 62,246	\$ 62,246	\$ 62,246	\$ 62,246	\$ 62,246	\$ 62,246	\$ 62,246	\$ 738,995
		Over/(under) Program Line													
		\$102,258													

Attachment 3. OPG and CFPD Updated 2021 Contract

CONTRACT FOR REPRESENTATIVE PAYEE AND VA FIDUCIARY SERVICES

THIS AGREEMENT, dated this 26 day of October, 2021, is entered into by and between the Colorado Office of Public Guardianship, located and headquartered at 3900 East Mexico Avenue, Denver, Colorado, 80210 (“**Office**”), and the Colorado Fund for People with Disabilities, a Colorado tax exempt corporation under 501(c), located and headquartered at 1355 South Colorado Boulevard, Suite 920, Denver, Colorado, 80222, (“**Fund**”), collectively referred to as the “**Parties**” herein.

FACTUAL RECITALS

- A. The Office was created pursuant to sections 13-94-101, *et seq.*, C.R.S., and establishes a pilot program for the purposes of providing appointed public guardians for qualified indigent and incapacitated adults.
- B. Many Clients of the Office will be Beneficiaries of Social Security, Supplemental Security Income and/or Veterans Pension payments and will require assistance in managing that income and other financial assets, beyond the scope of the Office’s public guardianship services.
- C. The Fund is a non-profit, locally managed trust that provides fiduciary services to people with disabilities, including Representative Payee services to those who receive Social Security and/or Supplemental Security Income, and fiduciary services to those who receive income from the Veterans Benefits Administration.
- D. The Office intends, through this agreement and for the benefit of its Clients, to secure Representative Payee services and VA Fiduciary services from the Fund.
- E. The Fund, in exchange for monetary consideration, intends to use its expertise in Representative Payee and fiduciary services to aid Clients of the Office.

NOW THEREFORE, in consideration of and subject to the terms, conditions, provisions, and limitations contained in this Agreement, the Office and Fund agree as follows:

AGREEMENT

- 1. **Definitions.** The following definitions apply to this Agreement, including any Exhibits, documents incorporated by reference, and attachments.
 - 1.1 “**Agreement**” means this contract for Services, its terms and conditions, attached Exhibits, documents incorporated by reference under the terms of this contract, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to relevant State law.
 - 1.2 “**Beneficiary**” means a Client who receives Social Security, Supplemental Security Income (SSI), and/or Veterans Pension payments.
 - 1.3 “**Benefits**” means payments made from the Social Security Administration or the Veterans Benefits Administration to qualified retirees, veterans, and disabled people, and to their spouses, children, and survivors.
 - 1.4 “**Client**” means a person who is a ward under the guardianship of an appointed public guardian of the Office.

- 1.5 “**Exhibit**” means a statement of work document, schedule, budget, or other identified exhibit which has been incorporated into and attached to this Agreement.
- 1.6 “**Representative Payee**” means a person or organization appointed by the U.S. Social Security Administration to receive Benefits for a Beneficiary who cannot manage or direct the management of his or her Benefits.
- 1.7 “**Services**” means services performed or tangible material produced or delivered in the performance of services.
- 1.8 “**VA Fiduciary**” means a person or organization appointed by the U.S. Veterans Benefits Administration to receive Benefits for a Beneficiary who cannot manage or direct the management of his or her Benefits.

BASIC CONTRACT TERMS

2. **Statement of Work.** The Fund shall perform the Services described in **Exhibit A**, Statement of Work, incorporated herein by reference.

3. **Performance.**

3.1 **Standard.** The Fund shall perform the Services described in **Exhibit A**, Statement of Work in accordance with the standards of fiduciary responsibility set forth by the Social Security Administration and the U.S. Veterans Benefits Administration. The Fund warrants that the Services provided under this Agreement shall meet the description in **Exhibit A**, Statement of Work, and that there are no pending or threatened suits, claims, or actions of any type with respect to the Services described in **Exhibit A**, Statement of Work.

3.2 **Term.** This Agreement shall be effective on the date of the last executed signature (“**Effective Date**”) and shall continue for one (1) year after the Effective Date. Performance of this Agreement shall commence as soon as practicable after the Effective Date.

3.3 **Reporting and Accounting.**

3.3.1 The Fund shall provide the Office with a quarterly accounting for each Client receiving Services from the Fund, due to the Office on the following dates:

<u>Quarter</u>	<u>Due Date</u>
Q1 (January 1 – March 31)	April 15
Q2 (April 1 – June 30)	July 15
Q3 (July 1 – September 31)	August 15
Q4 (October 1 – December 31)	January 15

3.3.2 In addition to the accounting required under section 3.3.1 of this Agreement, the Fund shall provide a detailed accounting to-date for any Client upon written request of the Office within thirty (30) days of receiving the request.

3.3.3 Notwithstanding section 3.3.2 of this Agreement, if a court order requires the Office to provide a detailed accounting to-date for any Client, the Fund shall provide all court-ordered information to the Office within the length of time required by that court order.

3.3.4 The Fund shall provide the Office with a copy of all reports, including the required annual report, for each Client that is submitted to any court, the Social Security Administration, and/or the Veterans Benefits Administration.

4. **Compensation.**

4.1 Payment of compensation pursuant to this Agreement shall be made according to **Exhibit B**, Compensation Schedule, incorporated by reference herein.

4.2 The Fund shall not accept a fee from any Benefits payment made to a Client/Beneficiary under this Agreement. The Fund shall be compensated for Services under this Agreement only through fees collected from the Office.

4.3 The Parties anticipate the total value of Services provided under this Agreement will not exceed twenty-five thousand dollars (\$25,000).

4.4 **Billing and Payment Procedure**

4.4.1 The Fund shall provide an invoice to the Office before 5:00 PM, MST on the fifth day of each month, to be paid in arrears.

4.4.2 Invoicing for each Client shall begin the month following the month in which the Social Security Administration and/or the Veterans Benefit Administration recognizes The Fund as the Representative Payee and/or VA Fiduciary for that Client.

4.4.3 Except as provided otherwise herein, within ten (10) business days of receipt of an invoice, the Office shall authorize the Financial Services Division of the State Court Administrator's Office to remit payment to The Fund from the Office's funds for the balance owed.

4.4.4 If the Fund must correct an invoice already received by the Office, the Office shall authorize the Financial Services Division of the State Court Administrator's Office to remit payment to The Fund within ten (10) business days of receipt of the corrected invoice.

4.5 **Availability of Funds.** Financial obligations of the Office payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available pursuant to section 24-30-202(5.5), C.R.S.

5. **Records and Information.**

5.1 **Maintenance and Inspection of Records.**

5.1.1 The Fund shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files, or communications which pertain in any manner to the delivery of Services under this Agreement, and shall maintain such records for a period of three (3) years after the date of termination of this Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided

that, if an audit by or on behalf of the Federal and/or Colorado State government has begun but is not completed or audit findings have not been resolved after a three (3) year period, such materials shall be retained until the resolution of the audit findings.

5.1.2 The Fund shall permit the Office, the State of Colorado, the Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe The Fund's records pertaining to the delivery of Services under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate The Fund's performance hereunder.

5.1.3 The Fund also shall permit these same described entities to monitor all activities conducted by The Fund pursuant to the delivery of Services under this Agreement. As the monitoring agency, in its sole discretion, may deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that will not unduly interfere with performance under this Agreement.

5.2 Confidentiality.

5.2.1 The Fund acknowledges that it will receive confidential information in connection with this Agreement and the performance of its obligations under this Agreement, including but not limited to, personal records, financial information, and health information of Clients. It shall be the responsibility of The Fund to keep all records and information confidential at all time and to comply with all Federal and Colorado State laws and regulations concerning the confidentiality of information to the same extent applicable to the Office. The Fund may disclose confidential information as otherwise provided by this Agreement, with regard to any breach of this Agreement, for any request made by the Social Security Administration, Veterans Administration, or as otherwise required by law.

5.2.2 The Fund shall notify all of its agents, employees, subcontractors and assigns who will come into contact with Client information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. The Fund shall provide and maintain a secure environment that ensures confidentiality of all records and information wherever located. No information of any kind shall be distributed or sold to any third party or used by The Fund or its agents in any way, except as authorized by this Agreement or as approved by the Office.

5.2.3 The Fund will receive sensitive financial information in connection with the delivery of Services under this Agreement, which is protected by the Colorado Consumer Protection Act, codified at sections 6-1-101, *et seq.*, C.R.S. The Fund represents and warrants that it has in place policies and procedures that will adequately safeguard any financial and other confidential information it receives in connection with this Agreement.

5.2.4 The Fund may receive certain health or medical information in connection with the delivery of Services under this Agreement, which is “Protected Health Information” (or “PHI”), as defined in the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and currently effective regulations promulgated thereunder, 45 C.F.R. sections 160, 162, and 164. The Fund represents and warrants that it has in place policies and procedures that will adequately safeguard any PHI and other confidential information it receives in connection with this Agreement.

6. Conflict of Interest.

6.1 During the term of this Agreement, any agent or representative of the Fund who has any personal or business relationship, financial interest, or any other conflict in the performance of duties on behalf of a Client shall not engage in performance of those duties.

6.2 The Fund acknowledges that in contracting with a State agency, even the appearance of a conflict of interest is harmful to the interests of the Office. Thus, the Fund shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of the Fund’s obligations to the Office in accordance with the terms and conditions of this Agreement, without the prior written approval of the Office.

6.3 If the Fund is uncertain whether the appearance of a conflict of interest may reasonably exist, the Fund shall submit to the Office a full disclosure statement setting forth the relevant details for the Office’s consideration and direction. Failure to promptly submit a disclosure statement or to follow the Office’s direction regarding the apparent conflict shall be grounds for termination of the Agreement.

7. Effective Date. This Agreement shall become effective on the date of the last signature of a Party to this Agreement.

REPRESENTATIONS AND WARRANTIES

8. Warranties. During the term of this Agreement, the Fund warrants that all Services under this Agreement shall be performed in accordance with the specifications set forth in this Agreement and **Exhibit A**. The Fund shall re-perform any Services that fail to satisfy this warranty.

9. Licenses and Permits. The Fund certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the Services and/or deliver the Goods covered by this Agreement. The Fund warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the Office or other adjustment in contract price. Additionally, all employees of the Fund performing Services under this Agreement shall hold the required licenses or certification, if any, to perform their responsibilities. The Fund, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for the Fund to properly perform this Agreement, shall be deemed to be a default by the Fund and grounds for termination of this Agreement by the Office.

10. **Insurance.** The Fund shall obtain and maintain at all times during the term of this Agreement, insurance in the kinds and amounts necessary to the delivery of Services pursuant to this Agreement, and to meet any potential liabilities arising from the provision of Services under this Agreement.
 - 10.1 The Fund shall provide certificates showing insurance coverage required by this Agreement within seven (7) business days of any written request for certificates of coverage from the Office.
 - 10.2 The Fund shall require all insurance policies in any way related to this Agreement and secured and maintained by the Fund to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - 10.3 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the Office.
11. **Tax Exempt Status.** The Fund acknowledges that the State of Colorado, including the Office, is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax authority. The Office also is not liable for any Fund franchise or income related tax. No taxes of any kind shall be charged to the Office.
12. **Legal Authority of the Parties.** Each Party warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Party to its terms. Each Party agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado. The person executing this Agreement on behalf of each Party warrants that such person has full authorization to execute this Agreement.
13. **Compliance with Applicable Law.** The Fund shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this Agreement. The Fund also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under this Agreement.
14. **Employee Financial Interest.** Pursuant to sections 24-18-201 and 24-50-507, C.R.S. the signatories aver that to their knowledge, no employee of the Office has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Fund has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Fund's Services and the Fund shall not employ any person having such known interests.

MISCELLANEOUS PROVISIONS

15. **Amendment.**
 - 15.1 This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification

automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

15.2 Except as specifically provided in this Agreement, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an Amendment to this Agreement, properly executed and approved in accordance with Colorado State law.

16. Termination.

16.1 This Agreement shall automatically terminate one year after both parties have signed the Agreement, unless a renewal has been executed by signature of both parties no later than 30 days before the Agreement would otherwise terminate under this Agreement.

16.2 Termination for Convenience.

16.2.1 Notwithstanding section 16.1 of this Agreement, either Party may terminate this Agreement in whole or in part, for the convenience of that Party upon written notice of termination to the opposite Party specifying the termination of all or a portion of this Agreement and the effective date of the termination. Exercise by either Party of this termination for convenience provision shall not be deemed a breach of contract.

16.2.2 Upon receipt of written notice of termination, the Parties shall incur no further obligations in connection with the terminated work. On the date set forth in the notice of termination, the Fund shall stop work to the extent specified. The Fund also shall terminate outstanding orders and subcontracts as they relate to the terminated work.

16.2.3 If this Agreement is terminated pursuant to this section 16.2, the Fund shall be entitled to payment for all costs accruing to the Office as of the date of written notice to the Fund of the termination of this Agreement.

16.3 Termination for Cause. If the Fund refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this Agreement, the Office may notify the Fund in writing, with specificity, of such delay or non-performance. The Fund shall have thirty (30) days from receipt of the notice of non-performance to correct the delay or non-performance. Upon expiration of the 30-day time to correct non-performance, if the Fund still refuses or fails to perform pursuant to the requirements of this Agreement, the Office, may at its option, immediately terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform.

16.3.1 If the Office terminates some or all of this Agreement for cause, the Office shall only reimburse the Fund for accepted work or deliverables received up to the date of termination and final payments may be withheld.

16.3.2 In the event of termination for cause, the Fund shall be liable for excess costs incurred by the Office in procuring from third parties replacement services or substitute goods as cover. Notwithstanding any remedial action by the Office, the Fund also shall remain liable to the Office for any damages sustained by the Office by virtue of any breach by The Fund and the Office may withhold any payment to The Fund for the purpose of mitigating the Office's damages, until such time as the exact amount of damages due to the Office from The Fund is determined. Any

action taken by the Office hereunder shall not be cause for The Fund to terminate this Agreement for default or material breach. If, after termination by the Office, it is determined for any reason that The Fund was not in default or that The Fund's action/inaction was excusable, such termination shall be treated as a termination for convenience and the rights and obligations of the parties shall be the same as if this Agreement had been terminated for convenience, as described herein.

16.4 Continued Performance. If either Party terminates this Agreement, in whole or in part, for any reason, the Fund shall continue performance of this Agreement until the Social Security Administration appoints a replacement Representative Payee and/or the Veterans Benefits Administration appoints a replacement Fiduciary. Upon notice of termination, the Office shall, within ten (10) days, begin seeking a replacement Representative Payee and/or Fiduciary. Upon identification of a replacement Representative Payee and/or Fiduciary, the Fund shall, within ten (10) days, begin the process of resignation through the Social Security Administration and/or Veterans Benefits Administration.

17. Intellectual Property. Except as otherwise provided, this Agreement, including termination thereof, does not transfer any property interest in any proprietary information, including but not limited to software, research, administrative information, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or administrative work product of any type, including drafts, prepared by the Parties in the performance of obligations under this Agreement.

18. Remedies.

18.1 In addition to any other remedies provided for in this Agreement, and without limiting the remedies otherwise available at law or in equity, the Parties may exercise the following remedial actions if the Party opposite substantially fails to satisfy or perform the duties and obligations in this Agreement. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction. The remedies are cumulative, and the Parties may exercise any or all available remedies individually or simultaneously. The good faith exercise of a remedy or remedies under this contract, at law, or in equity does not constitute a substantial failure of performance.

- (a) The Office may, upon notice to the Fund of the need for corrective action and allowance of thirty (30) days for the Fund to cure the identified nonperformance, withhold payment to the Fund until the necessary Services or corrections in performance, development or manufacture are satisfactorily completed.
- (b) The Office may, upon notice to the Fund and allowance of thirty (30) days for the Fund to cure, request the removal from work on this Agreement of employees or agents of the Fund identified by the Office, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Agreement the Office deems to be contrary to the public interest or not in the best interests of the Office or a Client of the Office.
- (c) The Office may deny payment for those Services or obligations which have not been performed, due to circumstances caused by the Fund, cannot be performed, or if performed would be of no value to the Office. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the Office.

(d) The Fund may, upon notice to the Office of nonpayment for Services which the Office has not identified as nonperformance under subsections 18.1(a) and (b) of this Agreement, refuse to accept additional Client referrals from the Office regardless of the Fund's capacity to serve additional Clients according to the Statement of Work, **Exhibit A.**

Either Party may terminate this Agreement for default, pursuant to Section 16.3 of this Agreement.

18.2 Binding Arbitration Prohibited. The Parties do not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

19. Representatives. Each individual identified below is the principal representative of the designating party. All notices required to be given to a party pursuant to this Agreement shall be hand delivered with receipt required or sent by certified or registered mail to such party's principal representative at the address for such party set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent.

For the **Office:**

Name: Sophia M. Alvarez
Title: Executive Director
Address: 3900 East Mexico Avenue, Suite 300, Denver, CO 80210
Phone: (720) 552-5215

For the **Fund:**

Name: Megan Brand
Title: Executive Director
Address: 1355 S. Colorado Blvd., Suite 920, Denver CO 80222
Phone: (303) 733-2867

20. Assignment and Successors. The Fund's rights and obligations under this Agreement shall be deemed to be personal and may not be transferred, assigned or subcontracted without the prior, written consent of the Office, which shall not be unreasonably withheld. Any attempt at assignment, transfer or subcontracting without such consent shall be void, except that the Fund may assign the right to receive payments from the Office pursuant to section 4-9-318, C.R.S. All subcontracts and subcontractors consented to by the Office shall be made subject to the requirements, terms and conditions of this Agreement. The Fund alone shall be responsible for all subcontracting arrangements and performance of any subcontracted services. The Fund shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this Agreement, including an obligation of the subcontractor to indemnify the Office.

21. Severability. To the extent this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

22. Waiver. The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

23. **Survival.** Notwithstanding anything herein to the contrary, all terms and conditions of this Agreement, including but not limited to its exhibits and attachments, which may require continued performance, compliance, or effect beyond the termination date of the Agreement, shall survive such termination date and shall be enforceable by the Office in the event of the Fund's failure to perform or comply as required.
24. **Merger.** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to Colorado State law.
25. **Choice of Law** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.
26. **Venue.** Venue for any action related to performance of this Agreement shall be in the City and County of Denver, Colorado.
27. **Governmental Immunity.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Governmental Immunity Act. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of sections 24-10-101, et. seq., C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501 et seq., C.R.S., as now or hereafter amended.
28. **Force Majeure.** Neither The Fund nor the Office shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Agreement "force majeure" means acts of God; acts of the public enemy; public health/safety emergency acts of the Office or any governmental entity in its sovereign capacity; fires; floods, epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for The Fund hereby swear and affirm that they are authorized to act on The Fund's behalf and acknowledge that the Office is relying on their representations to that effect.

<p>THE COLORADO FUND FOR PEOPLE WITH DISABILITIES Megan Brand, Executive Director</p> <p><i>Megan Brand</i></p> <hr/> <p>By: Megan Brand, Executive Director</p> <p>Date: 10/28/2021</p>	<p>COLORADO OFFICE OF PUBLIC GUARDIANSHIP Sophia M. Alvarez, Executive Director</p> <p><i>Sophia M. Alvarez</i></p> <hr/> <p>By: Sophia M. Alvarez, Executive Director</p> <p>Date: 10.26.2021</p>
---	---

EXHIBIT A – Statement of Work

1. The Fund shall act as Representative Payee and/or VA Fiduciary for Benefits of Clients referred by the Office, subject to the following limitations:
 - a. The Fund shall serve up to ten (10) Clients under 50 years of age, calculated according to the Service Levels outlined in paragraph 2 of this **Exhibit A**.
 - b. The Fund shall serve up to twenty-five (25) Clients over 50 years of age, calculated according to the Service Levels outlined in paragraph 2 of this **Exhibit A**.

2. The Parties shall calculate the number of Clients being served by the Fund as follows:
 - (a) **Service Level 1** applies to Clients referred by the Office to the Fund who satisfy all the following conditions:
 - i. Resides in either a Skilled Nursing Facility or Assisted Living Facility;
 - ii. Has a single source of income; and
 - iii. Makes an average of two or fewer transactions per month, including but not limited to resident or patient expenses and personal needs.

Clients who qualify for Service Level 1 will count as 0.75 Clients toward the total capacity of the Fund.
 - (b) **Service Level 2** applies to all Clients referred to the Fund for Representative Payee and/or VA Fiduciary Services who do not qualify for Service Level 1 under section 1(a) of this Exhibit A. These Clients will count as one (1) Client toward the total capacity of the Fund.

3. The Office will serve as the point of contact to make and receive all communications on behalf of each Client whom the Office refers to the Fund for Representative Payee Services and/or VA Fiduciary Services.

4. On behalf of each Client whom the Office refers for Representative Payee Services and/or VA Fiduciary Services, the Fund shall complete the application to the appropriate governmental agency to become appointed as the Representative Payee and/or VA Fiduciary for the Client.

5. Upon recognition by the Social Security Administration and/or the Veterans Benefits Administration of the Fund as Representative Payee and/or VA Fiduciary for each Client, the Fund shall, on behalf of each Client:
 - (a) Determine the Client's current and future financial needs and use his, her, or their payments to meet those needs;
 - (b) Use Benefits received on behalf of a Client to ensure that Client is reasonably sheltered, fed, and clothed;

- (c) Report to government organizations such as the Social Security Administration and the Veterans Benefits Administration any changes that may affect a Client's Benefits;
- (d) Save for the Client any unused Benefits which it has accepted on behalf of and for the benefit of that Client;
- (e) Transfer all unused funds to that Client's new Representative Payee and/or VA Fiduciary upon the termination of the Fund's Services for a given Client, or, if the Client has no new Representative Payee and/or VA Fiduciary, return all unused funds to the appropriate governmental entity or to the Client;
- (f) Provide regular financial counsel to each Client for whom it acts as a Representative Payee and/or VA Fiduciary;
- (g) Create and maintain written records of all transactions, payments, and Benefits received on behalf of each Client for which it provides or provided Services; and
- (h) Use good faith in all dealings and interactions with the Clients to whom it owes a duty under this Agreement.

6. The Fund shall not:

- (a) Use the Benefits received by one Client for the purpose of benefitting another Client or person;
- (b) Rely on a Client to report any changes that might affect his, her or their eligibility for Benefits;
- (c) Disclose Client information that is confidential under any Federal or State law, statute, rule, or regulation.

7. The Fund may reject a referral from the Office or refuse or discontinue Services to a Client if that referral or Client has committed a serious violation of any objectively reasonable rule promulgated by the Fund.

8. Neither the Office nor the Fund shall discriminate in any manner against any Client on the basis of race, ethnicity, gender, age, or sexual orientation.

EXHIBIT B – Compensation Schedule

1. **Clients Under 50 Years.** Compensation shall be paid to the Fund for services to Clients referred by the Office who are under the age of 50 years as follows:
 - a. Fees shall be paid to the Fund from general appropriations budgeted to the Office by the Colorado General Assembly and administered by the State Court Administrator's Office.
 - b. The Office shall pay a fee for each non-SSA deposit Client equivalent to 4% of the Client's total monthly deposit, pursuant to the Fund's Charitable Representative Payee fee schedule.
 - c. The Office shall pay a fee for each SSA deposit equivalent to the approved maximum monthly Organizational Representative Payee fee pursuant to the Social Security Administration.

2. **Clients Over 50 Years.** Compensation shall be provided to the Fund for services to Clients referred by the Office who are over the age of 50 years as follows:
 - a. Fees shall be paid out of Next Fifty Initiative grant funding secured to the Fund from the Next 50 Initiative, a Colorado nonprofit organization located at 950 S. Cherry Street, Suite 510, Denver, CO 80246.
 - b. The Fund shall not bill the Office directly for the first 25 clients over the age of 50 years.

3. Fees collected by the Fund pursuant to the **Agreement** and this **Exhibit B** shall include bookkeeping, postage, budgeting, Social Security Administration reporting and correspondence, check writing, fiduciary management, and benefit maintenance.

4. Fees collected by the Fund pursuant to the **Agreement** and this **Exhibit B** shall not include case management services.

5. The Fund shall not accept a fee from any Benefits payment made to a Client/Beneficiary under this Agreement. The Fund shall be compensated for Services under this Agreement only through fees collected from the Next 50 Initiative grant funding or directly from the Office.

6. Fees collected by The Fund for SSA deposits will follow the published SSA Cost-of-Living-Adjustment (COLA) as found at <https://www.ssa.gov/oact/cola/RepPayee.html>.

Colorado Office of Public Guardianship

Fiscal Year 2023 Budget Request



Sophia M. Alvarez,
Director of the Office of Public Guardianship

**OFFICE OF PUBLIC GUARDIANSHIP - BUDGET REQUEST
FISCAL YEAR 2023**

TABLE OF CONTENTS

R-01 OPG FTE Request	<u>1-4</u>
Schedule 10	<u>5</u>
Schedule 2	<u>6</u>
Schedule 3 A-D	<u>7-10</u>
Schedule 4 A-D	<u>11-14</u>
Schedule 14B	<u>15-16</u>
Schedule 9	<u>18</u>
Salary Pots Request Template/Summary	<u>19-20</u>
IEC FTE Detail	<u>21</u>

COLORADO OFFICE OF PUBLIC GUARDIANSHIP

Sophia Alvarez
Executive Director

FY 2023 Decision Item Request

November 1st, 2021

Department Priority: R-01
Request Title: OPG FTE Request
Program: Office of Public Guardianship
Statutory Authority: Section 13-94-108, C.R.S.

Summary of Incremental Funding Change for FY23	Total Funds	General Fund	Cash Funds	General Fund FTE
TOTAL REQUEST (All Lines)	\$ 456,326	\$ 456,326	\$ -	4.0
Total Program:	\$ 456,326	\$ 456,326	\$ -	4.0
(11) OFFICE OF PUBLIC GUARDIANSHIP				
Program Costs	\$ 456,326	\$ 456,326	\$ -	4.0

Request Summary:

The Office of Public Guardianship requests \$456,326 in cash fund spending authority and 4.0 FTE for a deputy director and three public guardian positions. These staff will be used to expand guardianship services to qualified clients in the 2nd, 7th, and 16th Judicial Districts. The source of funding is the Office of Public Guardianship Cash Fund.

Background:

The Office of Public Guardianship (OPG), which was authorized by HB17-1087 as a pilot program, was created to serve clients in the 2nd, 7th, and 16th Judicial Districts and gather data about the State’s unmet need for public guardianship services for incapacitated and indigent adults. HB19-1045 narrowed the pilot program’s focus to the 2nd Judicial District (Denver). Currently, the Denver program is near capacity, serving nearly 80 clients with four guardian staff.

Given the success of the Denver pilot program and having adequate cash funds, OPG would now like to expand the program to the 7th and 16th Judicial Districts as envisioned by the original legislation. Expanding services to these two districts will also enable the Office to gather data from a more diverse client population and thereby augment and enrich the information collected for the program evaluation required by Section 13-94-105(4), C.R.S., which is due to the General Assembly in January 2023.

To make this expansion possible, the Office is requesting 4.0 FTE including a deputy director who will assist the executive director in fulfilling all statutory requirements and supervise program expansion into the two additional districts. The remaining three positions are for additional guardian FTE.

The additional FTE will also allow the OPG to create a Guardianship Academy. This collaborative program will educate volunteers in several key areas including guardianship standards, best practices, least restrictive options, advance planning, successor guardianship planning, and supported decision-making options. A central goal of the Guardianship Academy is to establish a cadre of volunteer guardians/powers of attorney/representative payees/supports to serve as additional community-based resources for indigent and incapacitated adults.

The Office of Public Guardianship Cash Fund, which is created by Section 13-94-108, C.R.S., had a balance of \$1,269,229 at the end of Fiscal Year 2021. Fiscal Year 2021 revenues were \$1.17 million while expenses were about \$700K. As such, the Department is confident the cash fund can support the additional expenses associated with this request in Fiscal Year 2023 and thereafter.

Anticipated Outcomes:

This request will benefit vulnerable Coloradans who need to be placed in less restrictive environments but who do not have available family, friends, or existing services to help care for them and lack the funds to pay for guardianship services. Clients will also benefit from service standardization and supervision that is provided according to best industry practices. In addition, service providers in the three districts will benefit by allowing clients newly served by OPG to be transitioned to less restrictive situations and thereby making space to provide services to new clients. Service providers outside of the three judicial districts will benefit as well. Discussions with the Colorado Office of Behavioral Health, Colorado Department of Corrections and U.S. Department Veterans Affairs indicate that expansion of OPG services allows these agencies more options when transitioning their clients to less restrictive situations.

As noted previously, serving a more diverse clientele will also enhance OPG's data collection efforts in concert with the statutory program evaluation that is due in 2023. A more robust program evaluation will, in turn, provide the General Assembly with better information as it decides whether to continue, expand or discontinue the pilot program.

Consequences if not Funded:

The consequences of this request not being funded means that the limited guardianship services in Denver will continue and the planned expansion into the 7th and 16th Judicial Districts will not occur. Limiting data collection to only the Denver area will also result in less comprehensive data collection for statutory program evaluation purposes.

Assumptions for Calculations:

- Annual cost (salary, PERA, Medicare, AED and SAED) of 4.0 FTE requested is \$389,159
- Annual operating costs are \$3,800

- Annual cost for HLD/STD is \$40,675 and is included in the request because OPG is a single program line
- Cost of capital outlay is \$22,692, annualizing to \$1,040 for software subscriptions in ensuing years
- Entire request cost of \$456,326 in Fiscal Year 2023 (annualized to \$434,674 in Fiscal Year 2024) will be paid from the Office of Public Guardianship Cash Fund

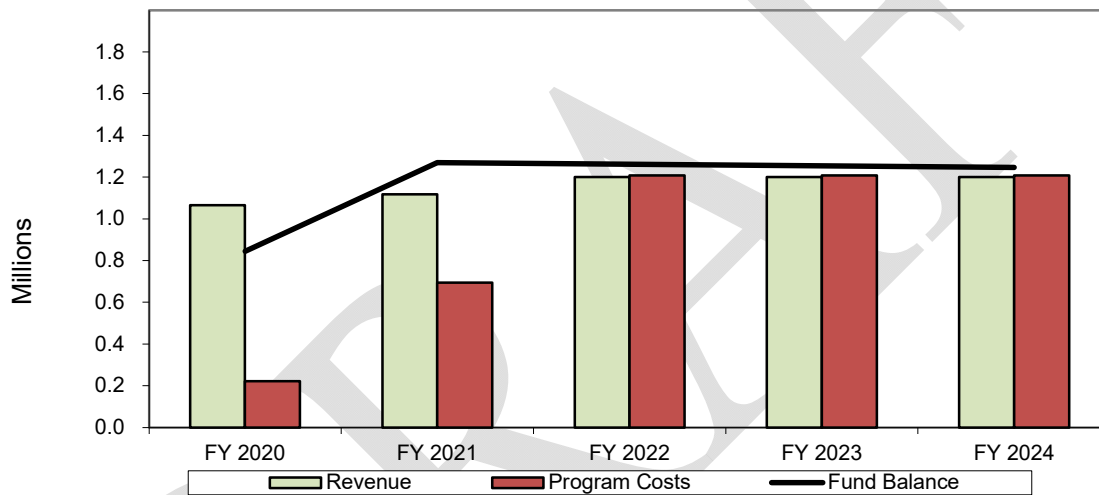
		Guardian	Supervising Case Managers	Deputy Director	Total Year 1	Total Year 2
PERSONAL SERVICES						
Number of FTE per class title		1.00	2.00	1.00	4.00	4.00
Monthly base salary		\$ 5,000	\$ 6,250	\$ 8,898		
Number of months charged in FY22-23		12	12	12	12	12
Salary		\$ 60,000	\$ 150,000	\$ 106,776	\$ 316,776	\$ 316,776
PERA (Staff, GF)	11.40%	\$ 6,840	\$ 17,100	\$ 12,172	\$ 36,112	\$ 36,112
Medicare (Staff, GF)	1.45%	\$ 870	\$ 2,175	\$ 1,548	\$ 4,593	\$ 4,593
AED	5.00%	\$ 3,000	\$ 7,500	\$ 5,339	\$ 15,839	\$ 15,839
SAED	5.00%	\$ 3,000	\$ 7,500	\$ 5,339	\$ 15,839	\$ 15,839
Sub-total Base Salary		\$ 73,710	\$ 184,275	\$ 131,174	\$ 389,159	\$ 389,159
Health/Life/Dental	\$ 10,042	\$ 10,042	\$ 20,084	\$ 10,042	\$ 40,168	\$ 40,168
Short-Term Disability	0.16%	\$ 96	\$ 240	\$ 171	\$ 507	\$ 507
Total Personal Services		\$ 83,848	\$ 204,599	\$ 141,387	\$ 429,834	\$ 429,834
OPERATING						
Phone (common policy)	\$ 450	\$ 450	\$ 900	\$ 450	\$ 1,800	\$ 1,800
Supplies (common policy)	\$ 500	\$ 500	\$ 1,000	\$ 500	\$ 2,000	\$ 2,000
Total Operating	\$ 950	\$ 950	\$ 1,900	\$ 950	\$ 3,800	\$ 3,800
CAPITAL OUTLAY						
Office Furniture	\$ 3,473	\$ 3,473	\$ 6,946	\$ 3,473	\$ 13,892	\$ -
Computer Software/licensing	\$ 2,200	\$ 2,200	\$ 4,400	\$ 2,200	\$ 8,800	\$ 1,040
Total Capital Outlay	\$ 5,673	\$ 5,673	\$ 11,346	\$ 5,673	\$ 22,692	\$ 1,040
Grand Total		\$ 90,471	\$ 217,845	\$ 148,010	\$ 456,326	\$ 434,674

- Guardian Salary based on current OPG Guardian Salaries
- Deputy Director Salary based on 10% above min for Deputy Court Executive (R41070)
- OPG's Long Bill line is a program line. There are no centrally appropriated costs; therefore, HLD, AED/SAED, STD are appropriated to the program line.
- Capital outlay in outyear is for on-going IT software subscriptions.

Cash Fund:

Office of Public Guardianship Cash Fund #OPGF*

	Actual FY 2020	Actual FY 2021	Projected FY 2022	Projected FY 2023	Projected FY 2024
<u>Beginning Fund Balance</u>	<u>1,712</u>	<u>845,723</u>	<u>1,269,229</u>	<u>1,261,334</u>	<u>1,253,439</u>
Revenue	1,065,585	1,117,987	1,200,000	1,200,000	1,200,000
Program Costs	221,574	694,481	1,207,895	1,207,895	1,207,895
Fund Balance	845,723	1,269,229	1,261,334	1,253,439	1,245,544
% Reserve	n/a	n/a	181.6%	103.8%	103.1%
Reserve increase/(decrease)	844,011	423,506	(7,895)	(7,895)	(7,895)



*Projections assume approval of this decision item request.

FY 2022-23 Summary of Change Requests

Schedule 10

Request Name	Interagency Review	Requires Legislation	Total Funds	FTE	General Fund	Cash Funds	Reappropriated	Federal
Non-Prioritized Request								
None	N/A	N/A	-	-	-	-	-	-
Prioritized Request								
R-01 OPG FTE Request	No Other Agency Impact	No	\$456,326	4.0	-	\$456,326	-	-
Subtotal Prioritized Request			\$456,326	4.0	-	\$456,326	-	-
Total for Office of Public Guardianship			\$456,326	4.0	-	\$456,326	-	-

FY 2022-23 Budget Request - Office of Public Guardianship

Schedule 02

	Total Funds	FTE	General Fund	Cash Funds	Reappropriated	Federal
--	-------------	-----	--------------	------------	----------------	---------

FY 2019-20 Actual Expenditures

11. Office of Public Guardianship	\$647,887	4.5	\$427,000	\$220,886	-	-
Total For: FY 2019-20 Actual Expenditures	\$647,887	4.5	\$427,000	\$220,886	-	-

FY 2020-21 Actual Expenditures

11. Office of Public Guardianship	\$662,072	6.0	-	\$662,072	-	-
Total For: FY 2020-21 Actual Expenditures	\$662,072	6.0	-	\$662,072	-	-

FY 2021-22 Initial Appropriation

11. Office of Public Guardianship	\$841,253	7.0	-	\$751,569	\$89,684	-
Total For: FY 2021-22 Initial Appropriation	\$841,253	7.0	-	\$751,569	\$89,684	-

FY 2022-23 Elected Official Request

11. Office of Public Guardianship	\$1,336,695	11.0	-	\$1,243,918	\$92,777	-
Total For: FY 2022-23 Elected Official Request	\$1,336,695	11.0	-	\$1,243,918	\$92,777	-

[Back to TOC](#)

11. Office of Public Guardianship

Schedule 3A

FY 2019-20 Actual Expenditures	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
Program Costs						
HB 19-1045 Office Of Public Guardianship Operation Conditions	\$835,386	4.5	\$427,000	\$408,386	-	-
FY 2019-20 Final Appropriation	\$835,386	4.5	\$427,000	\$408,386	-	-
FY 2019-20 Final Expenditure Authority	\$835,386	4.5	\$427,000	\$408,386	-	-
FY 2019-20 Actual Expenditures	\$647,887	4.5	\$427,000	\$220,886	-	-
FY 2019-20 Reversion (Overexpenditure)	\$187,500	-	-	\$187,500	-	-
FY 2019-20 Personal Services Allocation	\$569,835	4.5	\$350,449	\$219,386	-	-
FY 2019-20 Total All Other Operating Allocation	\$78,051	-	\$76,551	\$1,500	-	-

11. Office of Public Guardianship

Schedule 3B

FY 2020-21 Actual Expenditures	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
Program Costs						
HB 20-1360 FY 2020-21 Long Bill	\$733,844	6.0	-	\$733,844	-	-
FY 2020-21 Final Appropriation	\$733,844	6.0	-	\$733,844	-	-
FY 2020-21 Final Expenditure Authority	\$733,844	6.0	-	\$733,844	-	-
FY 2020-21 Actual Expenditures	\$662,072	6.0	-	\$662,072	-	-
FY 2020-21 Reversion (Overexpenditure)	\$71,772	-	-	\$71,772	-	-
<i>FY 2020-21 Personal Services Allocation</i>	<i>\$618,961</i>	<i>6.0</i>	<i>-</i>	<i>\$618,961</i>	<i>-</i>	<i>-</i>
<i>FY 2020-21 Total All Other Operating Allocation</i>	<i>\$43,112</i>	<i>-</i>	<i>-</i>	<i>\$43,112</i>	<i>-</i>	<i>-</i>

11. Office of Public Guardianship

Schedule 3C

FY 2021-22 Initial Appropriation	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
Program Costs						
SB 21-205 Long Appropriations Bill	\$841,253	7.0	-	\$751,569	\$89,684	-
FY 2021-22 Initial Appropriation	\$841,253	7.0	-	\$751,569	\$89,684	-
FY 2021-22 Personal Services Allocation	\$535,337	7.0	-	\$445,653	\$89,684	-
FY 2021-22 Total All Other Operating Allocation	\$305,916	-	-	\$305,916	-	-

11. Office of Public Guardianship

Schedule 3D

FY 2022-23 Budget Requir	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
Program Costs						
FY 2022-23 Starting Base	\$841,253	7.0	-	\$751,569	\$89,684	-
TA-01 - OPG FY22-23 Total Compensation Request	\$22,362	-	-	\$19,569	\$2,793	-
TA-02 - OPG Annualization of SB18-200 Pera Modifications	\$2,372	-	-	\$2,072	\$300	-
TA-03 - OPG Indirect Cost Assessment	\$14,382	-	-	\$14,382	-	-
FY 2022-23 Base Request	\$880,369	7.0	-	\$787,592	\$92,777	-
R-01 OPG FTE Request	\$456,326	4.0	-	\$456,326	-	-
FY 2022-23 Elected Official Request	\$1,336,695	11.0	-	\$1,243,918	\$92,777	-
Personal Services Allocation	\$989,905	11.0	-	\$897,128	\$92,777	-
Total All Other Operating Allocation	\$346,790	-	-	\$346,790	-	-

FY 2019-20 Actual Expenditures - Office of Public Guardianship

Schedule 4A

Long Bill Line Item	Fund	Fund Name	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
11. Office of Public Guardianship								
Office of Public Guardianship	1000	General Fund - Unrestricted	\$427,000	4.5	\$427,000	-	-	-
Office of Public Guardianship	OPGF	Office of Public Guardianship Cash Fund	\$220,886	-	-	\$220,886	-	-
Tota for: FY 2019-20 - Office of Public Guardianship			\$647,887	4.5	\$427,000	\$220,886	-	-

FY 2020-21 Actual Expenditures - Office of Public Guardianship

Schedule 4B

Long Bill Line Item	Fund	Fund Name	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
11. Office of Public Guardianship								
Office of Public Guardianship	1000	General Fund - Unrestricted	-	-	-	-	-	-
Office of Public Guardianship	OPGF	Office of Public Guardianship Cash Fund	\$662,072	6.0	-	\$662,072	-	-
Subtotal FY 2020-21 - Office of Public Guardianship			\$662,072	6.0	-	\$662,072	-	-

FY 2021-22 Initial Appropriation - Office of Public Guardianship

Schedule 4C

Long Bill Line Item	Fund	Fund Name	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
11. Office of Public Guardianship								
Office of Public Guardianship	1000	General Fund - Unrestricted	\$89,684	1.0	-	-	\$89,684	-
Office of Public Guardianship	OPGF	Office of Public Guardianship Cash Fund	\$751,569	6.0	-	\$751,569	-	-
Total for: FY 2021-22 - Office of Public Guardianship			\$841,253	7.0	-	\$751,569	\$89,684	-

FY 2022-23 Elected Official Request - Office of Public Guardianship

Schedule 4D

Long Bill Line Item	Fund	Fund Name	Total Funds	FTE	General Fund	Cash Funds	Reappropriated Funds	Federal Funds
11. Office of Public Guardianship								
Office of Public Guardianship	1000	General Fund - Unrestricted	\$92,777	1.0	-	-	\$92,777	-
Office of Public Guardianship	OPGF	Office of Public Guardianship Cash Fund	\$1,243,918	10.0	-	\$1,243,918	-	-
Total for: FY 2022-23 - Office of Public Guardianship			\$1,336,695	11.0	-	\$1,243,918	\$92,777	-

Schedule 14B

Line Item	Object Code	Detail	FY 2019-20 Actual		FY 2020-21 Actual		FY 2021-22 Appropriation		FY 2022-23 Gov Request	
			Expenditure	FTE	Expenditure	FTE	Budget	FTE	Budget	FTE

11. Office of Public Guardianship

Personal Services - Employees										
Object Group		Object Group Name								

FTE	Total FTE		4.5		6.0		7.0		11.0
1000	Total Employee Wages and Benefits	\$277,910		\$551,049		\$535,337		\$989,905	

Object Code	Object Name						
1000	Personal Services	-		-		\$535,337	\$989,905
1210	Contractual Employee Regular Full-Time Wages	\$204,392		\$402,364		-	-
1510	Dental Insurance	\$1,233		\$2,370		-	-
1511	Health Insurance	\$27,212		\$54,775		-	-
1512	Life Insurance	\$253		\$552		-	-
1513	Short-Term Disability	\$301		\$604		-	-
1520	FICA-Medicare Contribution	\$2,905		\$5,764		-	-
1521	Other Retirement Plans	\$2,574		\$2,943		-	-
1522	PERA	\$18,606		\$41,104		-	-
1524	PERA - AED	\$10,217		\$20,126		-	-
1525	PERA - SAED	\$10,217		\$20,126		-	-
1630	Contractual Employee Other Employee Benefits	-		\$320		-	-

Personal Services - Contract Services										
Object Group		Object Group Name								

1100	Total Contract Services (Purchased Personal Services)	\$291,926		\$67,911		-		-	
------	---	-----------	--	----------	--	---	--	---	--

Object Code	Object Name						
1920	Personal Services - Professional	\$291,926		\$38,634		-	-

Schedule 14B

Line Item	Object Code Detail	FY 2019-20 Actual		FY 2020-21 Actual		FY 2021-22 Appropriation		FY 2022-23 Gov Request	
		Expenditure	FTE	Expenditure	FTE	Budget	FTE	Budget	FTE
1940	Personal Services - Medical Services	-		\$388		-		-	
1960	Personal Services - Information Technology	-		\$28,890		-		-	
Subtotal All Personal Services		\$569,835	4.5	\$618,961	6.0	\$535,337	7.0	\$989,905	11.0

All Other Operating Expenditures									
Object Group	Object Group Name	FY 2019-20 Actual		FY 2020-21 Actual		FY 2021-22 Appropriation		FY 2022-23 Gov Request	
2000	Total Operating Expenses	\$77,993		\$41,869		\$305,916		\$346,790	
3000	Total Travel Expenses	\$59		\$1,243		-		-	

Object Code	Object Name	FY 2019-20 Actual		FY 2020-21 Actual		FY 2021-22 Appropriation		FY 2022-23 Gov Request	
2000	Operating Expense	-		-		\$305,916		\$346,790	
2255	Rental of Buildings	-		\$17,410		-		-	
2513	In-State Personal Vehicle Reimbursement	\$59		\$1,243		-		-	
2631	Communication Charges - Office Of Information Technology	\$1,116		\$3,240		-		-	
2680	Printing And Reproduction Services	-		\$18		-		-	
2690	Legal Services	\$50,000		-		-		-	
2820	Purchased Services	\$6,723		\$95		-		-	
3110	Supplies & Materials	\$189		\$220		-		-	
3118	Food and Food Service Supplies	\$114		-		-		-	
3119	Medical Laboratory Supplies	\$12		-		-		-	
3120	Books/Periodicals/Subscriptions	\$2,679		\$4,098		-		-	
3121	Office Supplies	\$2,099		\$2,323		-		-	
3123	Postage	\$33		\$479		-		-	
3126	Repair and Maintenance	\$19		-		-		-	
3140	Noncapitalizable Information Technology	\$12,588		\$524		-		-	
3145	Software Subscription	-		\$4,428		-		-	

Schedule 14B

Line Item Object Code Detail	FY 2019-20 Actual		FY 2020-21 Actual		FY 2021-22 Appropriation		FY 2022-23 Gov Request	
	Expenditure	FTE	Expenditure	FTE	Budget	FTE	Budget	FTE
4140 Dues And Memberships	-		\$2,960		-		-	
4220 Registration Fees	\$1,610		\$4,564		-		-	
4256 Other Benefit Plan Expense	\$813		\$1,509		-		-	
Subtotal All Other Operating	\$78,051		\$43,112		\$305,916		\$346,790	
Total Line Item Expenditures	\$647,887	4.5	\$662,072	6.0	\$841,253	7.0	\$1,336,695	11.0

**Schedule 9
Cash Fund Report**

**Office of Public Guardianship Fund #OPGF
Section 13-98-108, C.R.S. (2021)**

HB17-1087 established the Office of Public Guardianship to provide guardianship services to indigent and incapacitated adults who have no family members or friends available to serve as guardian.

Fund Information

Revenue Sources: Fees charged in relation to probate case filings and other civil filings.

Expenditures: The money in this fund is for OPG personnel and program related expenses.

Non-Fee Sources: Interest, gifts grants and donations

Expenditure Drivers: Personnel costs, case numbers.

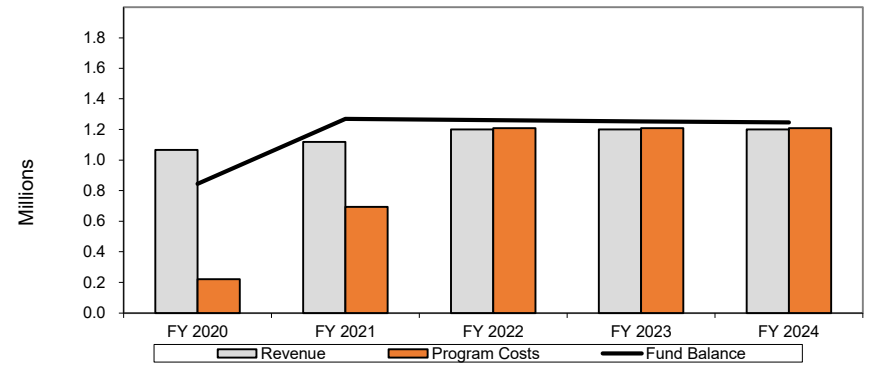
Revenue Drivers: Number of probate and other civil filings

Long Bill Groups: Office of Public Guardianship, Program Costs

Revenue and Expenditure Trend Information

	Actual FY 2020	Actual FY 2021	Projected FY 2022	Projected FY 2023	Projected FY 2024
<i>Beginning Fund Balance</i>	<u>1,712</u>	<u>845,723</u>	<u>1,269,229</u>	<u>1,261,334</u>	<u>1,253,439</u>
Revenue	1,065,585	1,117,987	1,200,000	1,200,000	1,200,000
Program Costs	221,574	694,481	1,207,895	1,207,895	1,207,895
Fund Balance	845,723	1,269,229	1,261,334	1,253,439	1,245,544
% Reserve	n/a	n/a	181.6%	103.8%	103.1%
Reserve increase/(decrease)	844,011	423,506	(7,895)	(7,895)	(7,895)

Fund Balance History



Pursuant to Section 24-75-402 (2) (e) (V), C.R.S. (2021), fees do not include “any monies received from charges or assessments, the amount of which are established in law and over which the entity has no authority or are otherwise not determined by the entity.”

Salary Pots Request Template

	TOTAL FUNDS/FTE FY 2022-23	GENERAL FUND	CASH FUNDS	REAPPROPRIATED FUNDS	FEDERAL FUNDS												
I. Continuation Salary Base																	
Sum of Filled FTE as of July 27, 2021	7.0	FUND SPLITS - From Position-by-Position Tab															
Salary X 12	\$474,435	0.000%	87.353%	12.647%	0.0000%												
PERA (Standard, Trooper, and Judicial Rates) at FY 2022-23 PERA Rates	\$54,086	-	47,245	6,840	-												
Medicare @ 1.45%	\$6,879	-	6,009	870	-												
Subtotal Continuation Salary Base =	\$535,399	-	467,687	67,712	-												
II. Salary Survey Adjustments																	
System Maintenance Studies	-	-	-	-	-												
Across the Board - Base Adjustment	\$14,233	-	12,433	1,800	-												
Across the Board - Non-Base Adjustment	\$0	-	-	-	-												
Movement to Minimum - Base Adjustment	\$0	-	-	-	-												
Subtotal - Salary Survey Adjustments	\$14,233	\$0.00	12,433	1,800	-												
PERA (Standard, Trooper, and Judicial Rates) at FY 2022-23 PERA Rates	\$2,122	-	1,854	268	-												
Medicare @ 1.45%	\$206	-	180	26	-												
Request Subtotal =	\$16,561	\$0.00	14,467	2,094	-												
III. Increase for Minimum Wage (if applicable)																	
Increase for Minimum Wage	-	\$0.00	\$0.00	\$0.00	\$0.00												
Subtotal - Minimum Wage Adjustments	-	\$0.00	\$0.00	\$0.00	\$0.00												
PERA (Standard, Trooper, and Judicial Rates) at FY 2022-23 PERA Rates	\$0	\$0.00	\$0.00	\$0.00	\$0.00												
Medicare @ 1.45%	\$0	-	-	-	-												
Request Subtotal =	\$0	\$0.00	\$0.00	\$0.00	\$0.00												
IV. Merit Pay Adjustments																	
Merit Pay - Base Adjustments	\$0	-	-	-	-												
Merit Pay - Non-Base Adjustments	\$0	-	-	-	-												
Subtotal - Merit Pay Adjustments	\$0	-	-	-	-												
PERA (Standard, Trooper, and Judicial Rates) at FY 2022-23 PERA Rates	\$0	-	-	-	-												
Medicare @ 1.45%	\$0	-	-	-	-												
Request Subtotal =	\$0	-	-	-	-												
V. Shift Differential																	
FY 2020-21 ACTUAL EXPENDITURES for All Occupational Groups	\$0	-	-	-	-												
Total Actual and Adjustments @ 100%	\$0	-	-	-	-												
PERA (Standard, Trooper, and Judicial Rates) at Current PERA Rates	\$0	-	-	-	-												
Medicare @ 1.45%	\$0	-	-	-	-												
Request Subtotal =	\$0	-	-	-	-												
VI. Revised Salary Basis for Remaining Request Subtotals																	
Total Continuation Salary Base, Adjustments, Performance Pay & Shift	\$488,668	-	426,866	61,802	-												
VII. Amortization Equalization Disbursement (AED)																	
Revised Salary Basis * 5.00%	\$24,433	-	21,343	3,090	-												
VIII. Supplemental AED (SAED)																	
Revised Salary Basis * 5.00%	\$24,433	-	21,343	3,090	-												
IX. Short-term Disability																	
Revised Salary Basis * 0.16%	\$782	-	683	99	-												
X. Health, Life, and Dental																	
Funding Request	\$71,354	-	63,016	8,338	-												
XI. Paid Family and Medical Leave Insurance Program Premiums (50% Employer Share of 0.9% of wages for six months)																	
	\$1,100	\$0	\$960	\$139	\$0												
<table border="0" style="width:100%"> <tr> <td>Salary Base in FY 2021-22</td> <td align="right">\$474,435</td> </tr> <tr> <td>FY 2021-22 PERA Rate</td> <td align="right">10.90%</td> </tr> <tr> <td>PERA At FY 2021-22 Rate</td> <td align="right">\$51,713</td> </tr> <tr> <td>FY 2022-23 PERA Rate</td> <td align="right">11.400%</td> </tr> <tr> <td>PERA at FY 2022-23 Rate</td> <td align="right">\$54,086</td> </tr> <tr> <td>Incremental PERA for 0.5% Pera Employer Contribution Increase</td> <td align="right">\$2,372.18</td> </tr> </table>						Salary Base in FY 2021-22	\$474,435	FY 2021-22 PERA Rate	10.90%	PERA At FY 2021-22 Rate	\$51,713	FY 2022-23 PERA Rate	11.400%	PERA at FY 2022-23 Rate	\$54,086	Incremental PERA for 0.5% Pera Employer Contribution Increase	\$2,372.18
Salary Base in FY 2021-22	\$474,435																
FY 2021-22 PERA Rate	10.90%																
PERA At FY 2021-22 Rate	\$51,713																
FY 2022-23 PERA Rate	11.400%																
PERA at FY 2022-23 Rate	\$54,086																
Incremental PERA for 0.5% Pera Employer Contribution Increase	\$2,372.18																
<table border="0" style="width:100%"> <tr> <td>Total # of Employees in Template</td> <td align="right">7.00</td> </tr> <tr> <td>Statewide snapshot of DC Enrollment (March 2021) from PERA</td> <td align="right">6.1%</td> </tr> <tr> <td>Turnover Rate FY20</td> <td align="right">14.5%</td> </tr> <tr> <td>Estimated # of New EE's Enrolled in PERA DC in FY 2021-22</td> <td align="right">-</td> </tr> <tr> <td>Average Annual Base Salary</td> <td align="right">69,809.75</td> </tr> <tr> <td>Estimated Additional Appropriations Needed for PERA DC Supplement (0.1%)</td> <td align="right">\$0.00</td> </tr> </table>						Total # of Employees in Template	7.00	Statewide snapshot of DC Enrollment (March 2021) from PERA	6.1%	Turnover Rate FY20	14.5%	Estimated # of New EE's Enrolled in PERA DC in FY 2021-22	-	Average Annual Base Salary	69,809.75	Estimated Additional Appropriations Needed for PERA DC Supplement (0.1%)	\$0.00
Total # of Employees in Template	7.00																
Statewide snapshot of DC Enrollment (March 2021) from PERA	6.1%																
Turnover Rate FY20	14.5%																
Estimated # of New EE's Enrolled in PERA DC in FY 2021-22	-																
Average Annual Base Salary	69,809.75																
Estimated Additional Appropriations Needed for PERA DC Supplement (0.1%)	\$0.00																
Additional Appropriations Needed for SB18-200 Changes	\$2,372	\$0	\$2,072	\$300	\$0												

OPG POTS Summary

	FY 2022-23				
Common Policy Line Item	Appropriation	GF	CF	RF	FF
Salary Survey	\$13,985	\$0	\$13,985	\$0	\$0
Merit Pay	\$0	\$0	\$0	\$0	\$0
PERA Common Policy	\$0	\$0	\$0	\$0	\$0
Paid Family and Medical Leave Ins Program	\$0	\$0	\$0	\$0	\$0
Shift	\$0	\$0	\$0	\$0	\$0
AED	\$23,722	\$0	\$20,722	\$3,000	\$0
SAED	\$23,722	\$0	\$20,722	\$3,000	\$0
Short-term Disability	\$759	\$0	\$663	\$96	\$0
Health, Life and Dental	\$68,098	\$0	\$60,137	\$7,961	\$0
TOTAL	\$130,286	\$0	\$116,229	\$14,057	\$0
	FY 2022-23				
Common Policy Line Item	Total Request	GF	CF	RF	FF
Salary Survey	\$16,561	\$0	\$14,467	\$2,094	\$0
Merit Pay	\$0	\$0	\$0	\$0	\$0
PERA Common Policy	\$0	\$0	\$0	\$0	\$0
Paid Family and Medical Leave Ins Program	\$1,100	\$0	\$960	\$139	\$0
Shift	\$0	\$0	\$0	\$0	\$0
AED	\$24,433	\$0	\$21,343	\$3,090	\$0
SAED	\$24,433	\$0	\$21,343	\$3,090	\$0
Short-term Disability	\$782	\$0	\$683	\$99	\$0
Health, Life and Dental	\$71,354	\$0	\$63,016	\$8,338	\$0
TOTAL	\$138,663	\$0	\$121,813	\$16,850	\$0
	FY 2022-23				
Common Policy Line Item	Incremental	GF	CF	RF	FF
Salary Survey	\$16,561	\$0	\$14,467	\$2,094	\$0
Merit Pay	\$0	\$0	\$0	\$0	\$0
PERA Common Policy	\$0	\$0	\$0	\$0	\$0
Paid Family and Medical Leave Ins Program	\$1,100	\$0	\$960	\$139	\$0
Shift	\$0	\$0	\$0	\$0	\$0
AED	\$711	\$0	\$621	\$90	\$0
SAED	\$711	\$0	\$621	\$90	\$0
Short-term Disability	\$23	\$0	\$20	\$3	\$0
Health, Life and Dental	\$3,256	\$0	\$2,879	\$377	\$0
TOTAL	\$22,362	\$0	\$19,569	\$2,793	\$0

Office of Public Guardianship FTE Detail

Object Code 1210	FY2019-20		FY2020-21	
	Total Funds	FTE	Total Funds	FTE
Position Detail:				
Director	80,417	1	115,000	1.0
Public Guardian	25,212	1	53,364	1.0
Public Guardian	25,127	1	60,000	1.0
Public Guardian	25,217	1	58,000	1.0
Public Guardian	25,217	1	58,000	1.0
Staff Assistant	23,202	1	58,000	1.0
Total Full-Time/Part-Time Wages	204,392	6.0	402,364	6.0

JUDICIAL DEPARTMENT – OFFICE OF PUBLIC GUARDIANSHIP
FY 2022-23 JOINT BUDGET COMMITTEE HEARING AGENDA

Wednesday, December 15, 2021
1:30 pm – 5:00 pm

COMMON QUESTIONS FOR DISCUSSION AT DEPARTMENT HEARINGS

- 1 Please provide an update on how remote work policies implemented in response to the COVID-19 pandemic have changed the Department's long-term planning for vehicle and leased space needs. Please describe any challenges or efficiencies the Department has realized, as well as to what extent the Department expects remote work to continue.
- 2 Please describe the most significant one-time federal funds from stimulus bills (e.g., CARES Act and ARPA) and other major new federal legislation (e.g., Federal Infrastructure Investment and Jobs Act) that the Department has received or expects to receive. For amounts in new federal legislation that have not yet been distributed, please discuss how much flexibility the State is expected to have in use of the funds.

NOTE: Additional detail has been requested in a separate written-only response.

GENERAL QUESTIONS

[Sen. Moreno] Comment on the increasing complexities of your agency's cases, and the related impacts on your agency's resource needs.

[Sen. Moreno] We have a budget request related to the Colorado WINS Partnership Agreement with the State that is proposing compensation and benefit changes other than salary increases (e.g., tuition reimbursement). As an independent agency, what is your perspective on the provision of the same compensation and benefits for all state employees, regardless of whether they are included within collective bargaining agreements?

[Sen. Rankin] Describe how your agency's IT systems and services are provided. Is there overlap with IT systems and services from other Judicial agencies? Does your agency receive assistance from the Courts for IT systems and services? Generally, what is the annual, total cost and staff required for the provision of IT systems and services for your agency?

[Rep. McCluskie] Provide an overview about specific positions that have been extraordinarily hard to fill.

REQUESTS

[Staff] Please discuss the Office's request item.

JUDICIAL DEPARTMENT – OFFICE OF PUBLIC GUARDIANSHIP
FY 2022-23 JOINT BUDGET COMMITTEE HEARING
WRITTEN RESPONSES ONLY

COMMON QUESTIONS: PLEASE RETAIN THE NUMBERING IN ORDER TO MAINTAIN CONSISTENT LABELING FOR COMMON QUESTIONS ACROSS DEPARTMENTS.

- 1 Provide a list of any legislation with a fiscal impact that the Department has: (a) not implemented, (b) partially implemented, or (c) missed statutory deadlines. Explain why the Department has not implemented, has only partially implemented, or has missed deadlines for the legislation on this list. Please explain any problems the Department is having implementing any legislation and any suggestions you have to modify legislation.
- 2 Does the Department have any HIGH PRIORITY OUTSTANDING recommendations with a fiscal impact identified in the Office of the State Auditor's "Annual Report: Status of Outstanding Audit Recommendations"? What is the Department doing to resolve these HIGH PRIORITY OUTSTANDING recommendations? Please indicate where in the Department's budget request actions taken towards resolving HIGH PRIORITY OUTSTANDING recommendations can be found.

The 2021 report will be published on December 6, 2021 and can be found at this link: <http://leg.colorado.gov/content/audits>. JBC staff will send out an updated link once the report is published.

- 3 Is the Department spending money on public awareness campaigns? If so, please describe these campaigns, the goal of the messaging, the cost of the campaign, and distinguish between paid media and earned media. Further, please describe any metrics regarding effectiveness and whether the Department is working with other state or federal departments to coordinate the campaign?
- 4 Please identify how many rules you have promulgated in the past year (FY 2020-21). With respect to these rules, have you done any cost-benefit analyses pursuant to Section 24-4-103 (2.5), C.R.S., regulatory analyses pursuant to Section 24-4-103 (4.5), C.R.S., or any other similar analysis? Have you conducted a cost-benefit analysis of the Department's rules as a whole? If so, please provide an overview of each analysis.
- 5 What are the major cost drivers impacting the Department? Is there a difference between the price inflation the Department is experiencing compared to the general CPI? Please describe any specific cost escalations, as well as cost impacts driven by COVID-19 and supply chain interruptions.

- 6 How is the Department's caseload changing and how does it impact the Department's budget? Are there specific population changes, demographic changes, or service needs (e.g. aging population) that are different from general population growth?
- 7 In some cases, the roles and duties of existing FTE may have changed over time. Please list any positions that have been created in the Department since FY 2019-20 that were not the result of legislation or a decision item.

For all FY 2022-23 budget requests that include an increase in FTE:

- a. Specify whether existing staff will be trained to assume these roles or these duties, and if not, why;
 - b. Specify why additional FTE are necessary; and
 - c. Describe the evaluation process you used to determine the number of FTE requested.
- 8 Please describe any ongoing or newly identified programmatic impacts for the Department resulting from cash fund transfers as part of the FY 2019-20 and FY 2020-21 balancing process.
 - 9 Please describe the Department's FY 2020-21 vacancy savings, as well as projected vacancy savings for FY 2021-22 and FY 2022-23. How has the Department utilized vacancy savings in recent years?
 - 10 State revenues are projected to exceed the TABOR limit in each of the next two fiscal years. Thus, increases in cash fund revenues that are subject to TABOR will require an equivalent amount of General Fund for taxpayer refunds. Please:
 - a. List each source of non-tax revenue (e.g., fees, fines, parking revenue, etc.) collected by your department that is subject to TABOR and that exceeds \$100,000 annually. Describe the nature of the revenue, what drives the amount collected each year, and the associated fund where these revenues are deposited.
 - b. For each source, list actual revenues collected in FY 2020-21, and projected revenue collections for FY 2021-22 and FY 2022-23.
 - c. List each decision item that your department has submitted that, if approved, would increase revenues subject to TABOR collected in FY 2022-23.

NOTE: An example template for providing data for this question will be provided by the JBC Staff.

- 11 Please describe one-time federal stimulus funds (such as the CARES Act, ARPA, and the Federal Infrastructure Investment and Jobs Act) that the Department has received or expects to receive.

NOTE: A template for providing data for this question will be provided by the JBC Staff.