

# Public Guardianship Services Policy Manual

Draft

# OFFICE OF PUBLIC GUARDIANSHIP

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## Policy Manual

### Table of Contents

<u><a href="#">Policy No: 1.1</a></u>	<u><a href="#">Community Relations</a></u>
<u><a href="#">Policy No: 1.2</a></u>	<u><a href="#">Eligibility Criteria for Public Guardianship Services</a></u>
<u><a href="#">Policy No: 1.3</a></u>	<u><a href="#">Referrals</a></u>
<u><a href="#">Policy No: 1.4</a></u>	<u><a href="#">Caseloads</a></u>
<u><a href="#">Policy No: 1.5</a></u>	<u><a href="#">Multi-Disciplinary Advisory Panel</a></u>
<u><a href="#">Policy No: 1.7</a></u>	<u><a href="#">Disclosure</a></u>
<u><a href="#">Policy No: 1.8</a></u>	<u><a href="#">Background Checks</a></u>
<u><a href="#">Policy No: 1.9</a></u>	<u><a href="#">Civil Rights</a></u>
<u><a href="#">Policy No: 1.10</a></u>	<u><a href="#">Transfer of Incapacitated Person from Private Pay Guardianship to Public Pay Guardianship</a></u>
<u><a href="#">Policy No: 1.11</a></u>	<u><a href="#">Cultural Competence</a></u>
<u><a href="#">Policy No: 1.12</a></u>	<u><a href="#">Communication</a></u>
<u><a href="#">Policy No: 1.13</a></u>	<u><a href="#">Communication with the OPG</a></u>
<u><a href="#">Policy No: 2.1</a></u>	<u><a href="#">Visits</a></u>
<u><a href="#">Policy No: 2.2</a></u>	<u><a href="#">Guardianship Care/Service Plan</a></u>
<u><a href="#">Policy No: 4.1</a></u>	<u><a href="#">Organizational Structure and Delineation of Authority</a></u>
<u><a href="#">Policy No: 4.2</a></u>	<u><a href="#">Records Retention</a></u>
<u><a href="#">Policy No: 4.3</a></u>	<u><a href="#">Case File Documentation</a></u>
<u><a href="#">Policy No: 4.4</a></u>	<u><a href="#">Billing Records</a></u>
<u><a href="#">Policy No: 5.1</a></u>	<u><a href="#">Guidelines for Fulfilling Reporting Requirements to the OPG and the Courts</a></u>
<u><a href="#">Policy No: 5.2</a></u>	<u><a href="#">Reporting of Suspected Abuse, Neglect and Exploitation</a></u>
<u><a href="#">Policy No: 5.3</a></u>	<u><a href="#">Submission of Quarterly Report</a></u>
<u><a href="#">Policy No: 6.1</a></u>	<u><a href="#">Quality Assurance Plan</a></u>
<u><a href="#">Policy No: 7.1</a></u>	<u><a href="#">Performance Reviews, Audits, Monitoring</a></u>
<u><a href="#">Policy No: 7.2</a></u>	<u><a href="#">Comprehensive Evaluation of the Need for Guardianship</a></u>
<u><a href="#">Policy No: 8.1</a></u>	<u><a href="#">Complaints Filed by the Contracted Public Guardian</a></u>
<u><a href="#">Policy No: 8.2</a></u>	<u><a href="#">Complaints Filed Against the Contracted Public Guardian</a></u>
<u><a href="#">Policy No: 8.3</a></u>	<u><a href="#">OPG Investigation of Internal Complaints</a></u>
<u><a href="#">Policy No: 8.4</a></u>	<u><a href="#">Corrective Action Plan</a></u>
<u><a href="#">Policy No: 9.1</a></u>	<u><a href="#">Guidelines for Employee Orientation and Training</a></u>
<u><a href="#">Policy No: 9.2</a></u>	<u><a href="#">Qualifications of Employees and Volunteers</a></u>
<u><a href="#">Policy No: 9.3</a></u>	<u><a href="#">Hiring and Termination Practices</a></u>
<u><a href="#">Policy No: 9.4</a></u>	<u><a href="#">Guidelines for Employee Performance and Evaluations</a></u>
<u><a href="#">Policy No: 10.1</a></u>	<u><a href="#">Mandatory Training</a></u>

### **Forms**

- Care Service Plan**
- Initial Assessment**
- Monthly Status Report**
- Values & Preferences History**

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<b>Policy No: 1.1</b>	<b>Date Issued:</b>	<b>Date Revised:</b>
<b>Community Relations</b>		
<b>Description:</b>		
The contractor shall develop collaborative relationships and an integrated procedure for working with community organizations. Contractor shall include an education component to provide information to citizens, attorneys, law enforcement, health care providers, and social workers. The OPG is available to assist with this effort.		

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Policy No: 1.2	Date Issued: 06.13.08	Date Revised:
<b>Eligibility Criteria for Public Guardianship Services</b>		
<b>Description:</b>		
<ul style="list-style-type: none"> <li>• Must be a Washington State resident.</li> <li>• Must be 18 years old or older.</li> <li>• Income does not exceed 200 percent of the federal poverty level. <i>For 2008, income cannot exceed \$20,800.00 annually or \$1,733.00 monthly; this number may change from calendar year to calendar year and the eligibility would change accordingly, or</i></li> <li>• Can be receiving long-term care services through the Washington State Department of Social and Health Services, and</li> <li>• There is no one else qualified, willing and able to serve.</li> </ul>		
<b>Service Priorities</b>		
<ul style="list-style-type: none"> <li>• Indigent/Homeless.</li> <li>• At significant risk of harm from abuse, exploitation, abandonment, neglect, or self-neglect.</li> <li>• Eminent danger of loss, or significant reduction in public services that are necessary to live successfully in the most integrated, and least restrictive environment that is appropriate for a specific individual.</li> </ul>		
<b>Counties Currently Being Served</b>		
<ul style="list-style-type: none"> <li>• Clallam</li> <li>• Grays Harbor</li> <li>• Okanogan</li> <li>• Pierce</li> <li>• Spokane</li> </ul>		

<b>Policy No:</b> 1.3	<b>Date Issued:</b> 05.13.08	<b>Date Revised:</b>
<b>Referrals</b>		
<b>Description:</b>		
<p>The Office of Public Guardianship (OPG) relies upon the independent investigation of the Title 11 Guardian ad litem (GAL) in determining whether to accept the incapacitated person being referred. Each GAL should provide the following information to the OPG:</p> <ul style="list-style-type: none"> <li>• Report of GAL.</li> <li>• Referral Form and GAL Declaration.</li> <li>• Medical/Psychological Report.</li> </ul> <p>The OPG will review the documentation provided. If the case is accepted, it will be referred to a contracted public guardian, based on location. Incapacitated persons shall be assigned to specific certified professional guardians (where there is more than one) based upon the incapacitated person's preferences (e.g., language spoken, male or female) and the skills of the professional guardian.</p>		
<b>Process:</b>		
<p>In cases of suspected abuse, neglect and exploitation, Adult Protective Services (APS) will generally make a determination of the need for a guardian, and contact the Office of the Attorney General to file a petition for guardianship. When a petition is filed, the superior court will appoint a GAL to investigate the need for a guardian.</p> <p>If abuse, neglect and exploitation are not suspected, the guardianship process may be initiated by any individual or entity other than a contracted public guardian, or the OPG, who is concerned about the safety and well-being of an individual believed to have diminished capacities. The OPG and contracted public guardians may not initiate petitions for guardianship for non-family members.</p> <p>The petitioner for guardianship is not assuming responsibility for the alleged incapacitated person, but is alerting the court to the possibility that an individual's decision-making abilities may be hampered to the extent that a surrogate decision maker may be needed. A petition for guardianship must be filed in the county where the alleged incapacitated person lives. A petitioner may use court approved forms to file the petition on his or her own, or pro se, or contact a pro bono attorney, an attorney providing services at no cost. Once the petition is filed, the superior court will appoint a GAL to investigate the need for a guardian.</p>		

<b>Policy No: 1.4</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Caseloads</b>		
<b>Description:</b>		
In no event shall a contracted public guardian carry a caseload of more than twenty (20) clients except in temporary, extraordinary circumstances. The caseload restriction applies to both public and private pay guardianships.		

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<b>Policy No: 1.5</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Multi-Disciplinary Advisory Panel</b>		
<b>Description:</b>		
<p>The contracted public guardian shall have in place a multi-disciplinary advisory panel for the purpose of assuring that the medical, mental, nutritional, functional, environmental and financial needs of incapacitated persons with challenging needs are continuously addressed in an appropriate manner, and is the least restrictive alternative available. At a minimum, the panel should include a disability advocate, a long-term care ombudsman and a representative from DSHS Aging and Disability Services Administration (ADSA) (i.e. Developmental Disabilities, Home and Community Services, Residential Care Services, Regional Support Network).</p> <p>Contracted public guardians shall utilize APS Regional Resource Teams located within the six DSHS regions when possible. Information about these teams can be obtained by contacting APS regional managers.</p>		
<b>Goals and Objectives:</b>		
<p>Multi-disciplinary teams provide a problem solving forum for discussing difficult cases and sharing information, expertise and resources. The teams promote coordination between agencies; reduce turf battles and finger pointing; enhance the professional skills and knowledge of individual team members by providing an opportunity to learn more about the perspectives, strategies, resources, language and approach used by various disciplines (Quinn, 2005).</p>		

Policy No: 1.7	Date Issued: 06.13.08	Date Revised:
<b>Disclosure</b>		
<b>Description:</b>		
<p>The contractor shall inform the OPG of the facts of every instance of a finding related to the bulleted items below for the contractor and all its employees, agents, board members, and volunteers having direct contact with incapacitated individuals' person, estate and/or benefits. The OPG will evaluate the facts and may, at its sole discretion, prohibit the contractor from providing contracted public guardianship services for incapacitated persons or disqualify all others from involvement with the provision of public guardianship services.</p> <ul style="list-style-type: none"> <li>○ Removal as guardian by the courts;</li> <li>○ A finding by a court, professional licensing or disciplinary body of malfeasance, nonfeasance, misfeasance, a felony or crime of moral turpitude, or any illegal or unethical act related to responsibility as a fiduciary;</li> <li>○ A finding by the court of the type specified in RCW 42.43.830 and 43.43.842;</li> <li>○ A substantiated finding by the Department of Social and Health Services or a judge that you abused a vulnerable adult, including abandonment, neglect, abuse or financial exploitation under RCW 74.34 (RCW 74.34.020 and WAC 388-71-01275);</li> <li>○ A substantiated finding by the Department of Social and Health Services or a judge that you abused or neglected a child under RCW 26.44 (RCW 26.44; RCW 26.44.125 and WAC 388-15-061 through WAC 388-15-141); and</li> <li>○ Has an interest that is adverse to incapacitated persons served. An interest adverse to an incapacitated individual includes, but is not limited to, being an actual or potential creditor or debtor of the incapacitated person, being an opposing party to an incapacitated person in a lawsuit, being the guarantor of an incapacitated person's promissory note, having a duty to account to an incapacitated person other than the normal duty to account arising from the guardianships under this contract, or having any other financial or other interest adverse to the incapacitated person.</li> </ul> <p>To ensure compliance, the contractor shall obtain state and federal criminal background checks and when possible, reports from Adult and Child Protective Services of its prospective and current employees, agents, board members, and volunteers having direct contact with, or access to, an incapacitated individuals' person, estate and/or benefits. These individuals shall be required to certify annually, under penalty of perjury, that the bulleted items above have not occurred.</p>		

Policy No: 1.8	Date Issued: 06.13.08	Date Revised:
<b>Background Checks</b>		
<b>Description:</b>		
<p>All employees, agents, board members and volunteers of contracted public guardians having direct contact with incapacitated individuals' person, estate and/or benefits must agree to have a FBI criminal background check completed.</p> <p>The Office of Public Guardianship will provide fingerprint cards (required by some law enforcement agencies before they will take fingerprints) to each contracted public guardian. Some agencies will not use the card, but will need the information specified on the card. <b>Please do not use any other fingerprint card. This card is coded for our use only.</b></p> <p>Call your local law enforcement agency to verify that they will perform fingerprinting. For those who perform fingerprinting, determine if there is a cost and if an appointment is required. <b>The Washington State Patrol's Olympia office will fingerprint. We encourage you to have your fingerprints taken by the Washington State Patrol when possible, as they do not reject fingerprints taken at their office. Unfortunately, fingerprints taken by some law enforcement agencies are often rejected and must be redone causing processing delays. We have provided a list of law enforcement agencies that informed us that they will fingerprint members of the public.</b></p> <p><b>Please follow the instructions provided here. Failure to follow these instructions may delay or stop processing.</b></p> <ol style="list-style-type: none"> <li>1. <b>Each individual requiring an FBI criminal background check should neatly print the following information, exclusive of signatures, on the card in the appropriate section. Use <u>BLACK INK</u> only.</b> <ol style="list-style-type: none"> <li>a. Print Your Last Name, First Name, Middle Name - Signature of person being fingerprinted – This means you.</li> <li>b. Aliases - Print <b>ALL</b> names that you have used in the past – Maiden Name etc.</li> <li>c. Date of Birth – Print the number of the Month, Day, and Year that you were born. For example August 2, 2006 is 08/02/06.</li> <li>d. Residence of person being fingerprinted – This is your mailing address.</li> <li>e. Date – The date fingerprinting is performed.</li> <li>f. Signature of official taking fingerprints – You should assure that the person taking your fingerprints signs.</li> <li>g. Citizenship – Country of Citizenship – Ex. United States</li> <li>h. Social Security Number - Located in same column, below citizenship.</li> </ol> </li> </ol>		

- i. Sex – M for Male; F for Female.
- j. Race:
  - “B” for Black or African American
  - “I” for American Indian and Alaska Native
  - “A” for Asian, Native Hawaiian and other Pacific Islander
  - “H” for Hispanic or Latino
  - “W” for White
  - “U” for Multiracial
- k. Hgt. – Height
- l. Wgt. - Weight
- m. Eyes – Eye color
- n. Hair – Hair color
- o. Place of Birth – The city, state and country where you were born.

2. **Provide all information requested and take the card to your local law enforcement agency for fingerprinting. Please be aware that some agencies require an appointment.**
3. **Before you leave the law enforcement agency be sure fingerprints are clear, not smudged, with a reasonably dark imprint. The Washington State Patrol will reject smudged or light prints.**
4. **Do not fold or mutilate the card in any way. Cards with liquid stains – coffee, water and wrinkles are difficult to read and may be rejected.**

Mail the completed fingerprint card to:

**Attn: Kim Rood  
Washington State Office of Public Guardianship  
1206 S Quince  
PO Box 41170  
Olympia WA 98504-1170**

**DO NOT** mail cards to the Washington State Patrol.

**Cards should be returned to the Office of Public Guardianship within 30 days of receipt.**

The Office of Public Guardianship contacted the following law enforcement agencies. These agencies informed us that they will fingerprint individuals from the public.

LOCATION	PHONE #	SPECIAL INSTRUCTION	COST
Washington State Patrol (Olympia)	360-705-5100	Monday thru Friday 8 a.m. to 4:30 p.m. Fingerprint card not required - need information from card	\$13
Douglas County Sheriff's Office	509-884-0941	Thursday 9:30 a.m. to 4:30 p.m. Appointment required Fingerprint card required	\$10
Duvall Police Department	425-788-1519	For residents of Duvall only Tuesday thru Thursday 1:00 p.m. to 4:00 p.m. Appointment required Fingerprint card required	Free
Ferry County Sheriff's Office	509-775-2906	Monday thru Friday 9:00 a.m. to 5:00 p.m. Fingerprint card not required - need information from card	\$10
Everett Police Department	429-257-8400	Monday thru Friday 8:00 a.m. to 6:00 p.m. Fingerprint card not required - need information from card	\$5
Grandview Police Department	509-882-2000	Monday thru Friday 9:00 a.m. to 5:00 p.m. Fingerprint card required	Free
Island County Sheriff's Department	360-678-4422	Monday thru Friday 8:00 a.m. to 4:30 p.m. Appointment required Fingerprint card not required - need information from card	\$10
Lake Forest Park Police Department	206-364-8216	Monday thru Friday 1:00 p.m. to 3:00 p.m. Appointment required (24 hour advanced notice) Fingerprint card required	\$20
Lincoln County Sheriff's Office	509-725-3501	Monday thru Friday 8:30 a.m. to 4:30 p.m. Fingerprint card required	\$10
Port Angeles Police Department	360-417-4910	Monday thru Friday 9:00 a.m. to 1:00 p.m. & 2:00 p.m. to 4:00 p.m. Fingerprint card required	\$25
Pullman Police Department	509-334-0802	Tuesday and Thursday 9:00 a.m. to 11:00 a.m. Appointment required Fingerprint card not required - need information from card	\$5

<b>LOCATION</b>	<b>PHONE #</b>	<b>SPECIAL INSTRUCTION</b>	<b>COST</b>
San Juan County Sheriff's Office	360-378-4151	Tuesday and Thursday 8:00 a.m. to 4:00 p.m. Appointment required Fingerprint card not required- need information from card	\$10
Skagit County Sheriff's Office	360-336-9450	Skagit County Residents only Monday thru Friday 8:30 a.m. to 11:30 a.m. 1:30p.m. to 4:00 p.m. Fingerprint card not required- need information from card	\$10
Snohomish County Sheriff's Office	425-388-3045	Residents of unincorporated Snohomish County only Monday thru Friday 9:00 a.m. to 5:00 p.m. Fingerprint card required	\$10
Wahkiakum County Sheriff's Office	360-795-3242	Dependent on staff availability Appointment required Fingerprint card required	\$10
Whatcom County Sheriff's Office	360-676-6650	Tuesday 9 a.m. to noon Thursday 1:00 p.m. to 4:00 p.m. Arrive ½ hour before Photo ID required Fingerprint card required	\$10

<b>Policy No: 1.9</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Civil Rights</b>		
<b>Description:</b>		
<p>The contractor shall insure that clients' civil rights are protected. An incapacitated person for whom a guardian has been appointed, retains all legal and civil rights, except those that have been expressly limited by court order or have been specifically granted to the guardian by the court, including, with/without limitations:</p> <ul style="list-style-type: none"> <li>a. The right to be free from unlawful discrimination;</li> <li>b. The right to be treated humanely, with dignity and respect, and to be protected against emotional or psychological abuse, physical abuse, sexual abuse, neglect and exploitation;</li> <li>c. The right to be served in the most integrated setting appropriate to the needs of the individual;</li> <li>d. The right to practice the religion of his or her choice, or to abstain from the practice of religion;</li> <li>e. The right to receive visitors and communicate with others;</li> <li>f. The right to privacy;</li> <li>g. The right to participate in the political process, including the right to vote;</li> <li>h. The right to voice grievances and complaints without interference, coercion, or reprisal;</li> <li>i. The right to counsel, and access to available advocacy services;</li> <li>j. The right to have access to the courts;</li> <li>k. The right to receive services to which he or she is entitled;</li> <li>l. The right to be restored to capacity at the earliest possible time;</li> <li>m. The right to have review of the need for restriction of rights;</li> <li>n. The right to have a qualified guardian;</li> <li>o. The right to remain as independent as possible;</li> <li>p. The right to determine his or her place of residency, or to have his or her preference honored;</li> <li>q. The right to own, use, and control his or her property, or to have his or her property managed prudently, and to have timely information about how his or her property is being managed;</li> <li>r. The right to consent to, or refuse medical treatment;</li> </ul>		

- s. The right to seek or retain employment;
- t. The right to travel (if appropriate); and
- u. The right to notice of all proceedings relating to his or her capacity.

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<b>Policy No: 1.10</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Transfer of Incapacitated Person from Private Pay Guardianship to Public Pay Guardianship</b>		
<b>Description:</b>		
<p>It is not the intention of the OPG to create a hardship on any private pay provider of guardianship services in cases where resources are being exhausted, but in order to work in a more collaborative fashion, these procedures are being developed to move the private pays into the state funded program under the OPG in a timely and reasonable manner to minimize the impact on the incapacitated person. These transfers will not be a priority.</p> <p>In order to affect an incapacitated person's transfer to a program funded through the OPG, the private pay guardianship must do the following:</p> <ol style="list-style-type: none"><li>1. Obtain a request for transfer form from the OPG and fill it out completely (failure to do so will result in delay of transfer). Filing the request for transfer form with the OPG does not guarantee the request will be granted. To be eligible for transfer into this program, an incapacitated person must meet the eligibility requirements of public guardianship services;</li><li>2. Transfer complete and current records to the OPG;</li><li>3. Secure appropriate residential placement for the incapacitated person prior to transfer to the OPG;</li><li>4. Provide all medical information regarding the incapacitated person to the new guardian;</li><li>5. Turn over all original legal documents such as birth certificates, social security cards, Medicaid cards, etc. to the new guardian upon appointment;</li><li>6. Provide a complete accounting to the OPG at the time of transfer;</li><li>7. Agree to cooperate with the new guardian on matters, including, but not limited to, providing any information the public guardian provider might need, which may be in the possession of the private guardian.</li></ol>		

<b>Policy No: 1.11</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Cultural Competence</b>		
<b>Description:</b>		
The contracted public guardian shall provide culturally competent guardianship services. These services take into consideration the incapacitated person's cultural beliefs, lifestyle choices and needs.		

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<b>Policy No:</b> 1.12	<b>Date Issued:</b> 06.13.08	<b>Date Revised:</b>
<b>Communication</b>		
<b>Description:</b>		
<p>Communication with the contracted public guardian.</p> <p>Contracted public guardians shall ensure that incapacitated persons and service providers have access to her/him, or an employee who serves as the public guardian 24 hours a day, 7 days a week. A certified professional guardian who serves as the standby guardian must be available to respond to problems or emergencies if the contracted public guardian or its employee who serves as the public guardian cannot be reached within four hours.</p> <p>The contracted public guardian shall ensure communication with incapacitated persons served is effective. She or he shall consult with others who are experienced in communicating with the incapacitated person, and shall make use of recommended communication techniques and technology in order to identify the choices and preferences of the incapacitated person.</p> <p>Where requested by the incapacitated person or otherwise appropriate, the contracted public guardian shall facilitate communication by using a registered interpreter unless the contracted public guardian or his/her employees are fluent in the incapacitated person's language. Even though the incapacitated person speaks English as a second language, whenever possible, the contracted public guardian should offer the incapacitated person the option of communicating in the incapacitated person's preferred language.</p>		
<b>Resources</b>		
<p>The Language Line provides 24 hour access to over-the-phone interpretation.</p>		

<b>Policy No: 1.13</b>	<b>Date Issued: .06.13.08</b>	<b>Date Revised:</b>
<b>Communication with the OPG</b>		
<b>Description:</b>		
<p>The contractor shall notify the OPG of the death of any client in writing and to the court of jurisdiction, any life threatening injury or occurrence involving a client, and any serious injury sustained by a client.</p> <p>Notification to OPG must occur within 24 hours of the occurrence of the event. If the event occurs at night or during a weekend or holiday, notification shall be made by leaving a message on the voice mail of the OPG. Telephone voice mail notification shall include the name of the caller, date and time of the call, the name and location of the client, and a brief description of the event. The phone notification should be followed with written notification either by US mail or e-mail to: <b>Ms. Shirley Bondon, Manager</b> <b>Office of Public Guardianship</b> <b>PO Box 41170</b> <b>Olympia WA 98504-1170</b></p> <p><a href="mailto:Shirley.Bondon@courts.wa.gov">Shirley.Bondon@courts.wa.gov</a> (email) <b>360.705.5302</b> (phone) <b>360.956.5700</b> (fax)</p> <p>Notification to the court should follow the procedure established by statute and court procedure.</p>		

<b>Policy No: 2.1</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Visits</b>		
<b>Description:</b>		
<p>Professional guardians shall visit incapacitated persons specifically assigned to them at least once per month. If after a period of 90 days the guardian has been unable to visit the incapacitated person, because he or she avoids all contact with the guardian, and the guardian has made every attempt to meet with the incapacitated person and provide guardianship services, but has been unsuccessful, the guardian should petition the court for instructions.</p>		
<b>Process:</b>		
<p>Once per month, the contracted public guardian shall assess the need for continued public guardianship services, and the appropriateness of limiting or further limiting, the authority of the public guardian under the applicable guardianship order, and shall include his or her assessment in its monthly report.</p> <p>The assessment shall include the contracted public guardian's evaluation of the incapacitated person's physical and mental condition, and attitude; the cleanliness of the living environment; the safety of the incapacitated person's belongings; and the appropriateness and quality of services being provided to the incapacitated person, taking into consideration all aspects of social, psychological, educational, direct services, health and personal care needs as well as the need for any additional services.</p> <p>The assessment may include, but is not limited to, review of the following:</p> <ul style="list-style-type: none"> <li>• Advance directive</li> <li>• Medical history</li> <li>• Assessments</li> <li>• Physician orders</li> <li>• Medication compliance</li> <li>• Physician's examination</li> <li>• Consultation notes</li> <li>• Care plans</li> <li>• Nursing/progress notes</li> <li>• Therapy evaluations notes</li> <li>• Dietary assessments</li> <li>• Lab results</li> <li>• Test results</li> <li>• Social services notes</li> <li>• Weight chart</li> <li>• Inventory of belongings</li> </ul>		

The contractor will certify annually that an assessment has occurred, and that where termination or modification of a guardianship order appears warranted, the superior court has been asked to take the corresponding action. Contractor will follow the procedure specified by the courts and the OPG to seek discharge from or terminate a guardianship.

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<b>Policy No: 2.2</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Guardianship Care/Service Plan</b>		
<b>Description:</b>		
<p>The contractor as the public guardian will be responsible for decision-making in all major life areas (except those excluded by court order) including care, comfort, custody, maintenance, programming, education, training, medical and other treatment, and residential placement of the adjudicated incapacitated person in the least intrusive, least restrictive manner possible.</p> <p>The incapacitated person's individual guardianship care plan developed by the public guardian, is the guideline for the contractor to act as guardian, to assure that the incapacitated person's realistic vision is present in the plan, and to make sure that actual progress is being made toward the incapacitated person's vision. During site visits with the incapacitated person, the contractor and other staff members shall strive to determine an individual's satisfaction with services and/or his or her quality of life.</p> <p>The contractor shall consult with its Multi-disciplinary Advisory Panel to develop a guardianship care plan on cases meeting criteria established by the OPG. The contractor, as guardian, may request a Multi-disciplinary Advisory Panel meeting to revise and update the guardianship care plan whenever an adjudicated incapacitated individual demonstrates a new preference, strength or interest or if the working plan becomes unworkable.</p>		

<b>Policy No: 4.1</b>	<b>Date Issued: 06.13.2008</b>	<b>Date Revised:</b>
<b>Organizational Structure and Delineation of Authority</b>		
<b>Description:</b>		

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<b>Policy No: 4.2</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Records Retention</b>		
<b>Description:</b>		
While a contractor with the Office of Public Guardianship (OPG), the contractor shall maintain all guardianship records for a minimum of ten years after the end of the guardianship or the death of the incapacitated person, whichever occurs first. Upon termination of the contractual relationship with the OPG, the contractor shall transfer current guardianship records to the OPG.		

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Policy No: 4.3	Date Issued: 06.13.08	Date Revised:
<b>Case File Documentation</b>		
<b>Description:</b>		
<p>The contracted public guardian shall maintain a centrally organized records management system. Records maintained shall include, but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Client intake and initial assessment data;</li> <li>b) Regularly updated background information;</li> <li>c) Monthly status information including changes in condition or abilities ;</li> <li>d) Annual certification that the need for continued guardianship services has been reviewed;</li> <li>e) Staff time logs;</li> <li>f) Annual reports;</li> <li>g) Audit reports;</li> <li>h) Financial eligibility information;</li> <li>i) All legal documents (Letters and Orders of Guardianship and an annual Guardianship Report). A copy of the client grievance procedures form signed by the client or his/her appropriate representative;</li> <li>j) Previous comprehensive assessments conducted by physicians, psychiatrists or other evaluators that can provide critical information about past history and service;</li> <li>k) Current medical, therapeutic and other assessments;</li> <li>l) The Individualized Guardianship Care Plan;</li> <li>m) The incapacitated person's personal financial information such as quarterly reconciliations of checking accounts, and an inventory of personal property receipts;</li> <li>n) A detailed client budget, where appropriate;</li> <li>o) Values history, where appropriate;</li> <li>p) Copies of consents, releases and freedom of choice selections;</li> <li>q) The client's case notes, visitation summaries and record reviews;</li> <li>r) Incident reports and record of all incident investigations with findings and outcomes;</li> <li>s) Correspondence, including requests for dispute resolution, letters and memoranda documenting concerns;</li> </ul>		

- t) All supervisory reviews, memos and notes, if applicable;
- u) Personal identification information for each individual such as birth certificates and social security information;
- v) Any other information sufficient to provide a full picture of the individual's status.

In cases where limited services are provided, the file shall contain only those items on the above list that pertain to the services provided.

The contracted public guardian must ensure that all information concerning an incapacitated person is maintained and released in accordance with state, federal laws and regulations.

The contracted public guardian shall not disclose information from the case record on an incapacitated person served under the contract with the OPG in a manner that identifies the incapacitated person, unless the disclosure is necessary to carry out the duties of the contracted public guardian. GR 22 and 31 govern access to guardianship court records.

The contractor shall maintain guardianship records and files in a secure manner. Hardcopy files shall be maintained under lock and key. Electronic files shall be password protected.

The contracted public guardian shall assure that all records are available to the superior court, the OPG, the AOC, the CPG Board and APS.

The contracted public guardian shall document all case actions within ten (10) days of the activity.

Policy No: 4.4	Date Issued: 06.13.08	Date Revised:
<b>Billing Records</b>		
<b>Description:</b>		
<p>The contractor shall maintain detailed records that specifically indicate the date, amount of time (in 6 minute increments) and nature of all services rendered and the identification of the person(s) providing the specific services to each client. This information is to be included in the monthly billing from the contractor to the OPG.</p> <p>The contractor shall bill for allowable services, as described in the scope of work, rendered for eligible clients receiving court appointed guardianship. When a new individual is added to the contractor's list of clients, the month that the contractor is appointed guardian for the clients, is the first month that payment will be allowed. The date of death, resignation or restoration order of a client will be the last month that payment will be allowed for that client. The guardian may bill for services rendered to close a guardianship after the death of a client.</p> <p>The OPG shall make every effort to pay the contractor within thirty (30) days after receipt and approval of a detailed, certified monthly statement of services. Monthly statements shall be submitted within thirty (30) days after the end of the month during which the services were performed. The monthly statement shall document services rendered as described.</p> <p>The contractor shall accept payment from the OPG as payment in full for all public guardian services rendered. No duplicate billing or receipt of other funds by the contractor for providing services required under the contract is allowed. contractors shall request reimbursement of fees from program clients who are receiving long-term care services through the Washington State Department of Social and Health Services (DSHS) to the extent, and only to the extent, that such reimbursement may be paid, consistent with an order of the superior court, from income that could otherwise be required by the department to be paid toward the cost of the client's care. The contractor shall remit within 15 days of receipt reimbursements for fees from program clients who are receiving long-term care services from DSHS to the OPG.</p> <p>The billing report format shall be approved by the director and may require use of a specific billing program and submission of the report on electronic medium. The contractor shall neither bill nor collect gross receipts tax for these services.</p> <p>The monthly billing report shall document specific services performed for each client as follows:</p> <ol style="list-style-type: none"> <li data-bbox="337 1724 1360 1829">1. The specific services performed (certified professional guardian or staff) for each client, as identified by contract number, client number, and guardianship case numbers;</li> <li data-bbox="337 1850 1268 1881">2. Includes a description of supplies and services, labor costs,</li> </ol>		

subcontractor costs, material costs, travel costs, other direct costs, and extended totals;

3. The total amount of time in hours expended on services for each client for the reporting period, identified by the specific service rendered. Partial hours shall be reported in 6 minute increments;
4. The identity of the person(s) providing services for each client;
5. Indicates the current period and cumulative man-hours and costs incurred through the period indicated on the invoice
6. Contains the following certification statement:  
“I certify that the amounts invoiced are for costs incurred in accordance with the agreement, the work reflected has been performed, prior payment has not been received, the certified professional guardian assigned to this incapacitated person visited the incapacitated person at least once this month and each certified professional guardian employed currently provides guardianship services to no more than 20 incapacitated persons.”

**Authorized Signature to be included.**

All billing and case file records shall be subject to immediate inspection and copying by the OPG, the Certified Professional Guardian Board and the superior court. The OPG shall have the right to audit all billings and monthly reports both before payment is made and for five years after payment has been made. Payment pursuant to the contract shall not foreclose the right of the OPG to recover any excessive, illegal and/or improper payments made to the contractor.

At the discretion of the OPG, an outside CPA may be brought in to audit the guardianship services contractor's billing for cases that are funded by the OPG only. A two week advanced written notice of such an audit will be given to the contractor.

<b>Policy No: 5.1</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Guidelines for Fulfilling Reporting Requirements to the OPG and the Courts</b>		

Draft

Policy No: 5.2	Date Issued: 06.13.08	Date Revised:
<b>Reporting of Suspected Abuse, Neglect and Exploitation</b>		
<b>Description:</b>		
<p>If the contractor is notified of any allegation of abuse, neglect, or exploitation, or if the incapacitated person may be at risk of abuse, neglect, or exploitation, the contractor must:</p> <ol style="list-style-type: none"> <li>1) Report the allegation to Adult Protective Services (APS) or Residential Care Services (RCS) within 24 hours of notification of the incident;</li> <li>2) Initiate actions to secure the safety of the incapacitated individual, if applicable;</li> <li>3) Obtain immediate medical or psychological services;</li> <li>4) Contact local law enforcement, if applicable;</li> <li>5) Document all actions;</li> <li>6) Report allegations, in writing, to the OPG within 24 hours or by the next work day. If the alleged perpetrator is a contractor's employee, the contractor must remove the employee from working with incapacitated individuals until all allegations have been investigated.</li> </ol> <p>If the allegations of abuse, neglect, or exploitation are found to be valid, the contractor must take appropriate action. The alleged perpetrator has the right to appeal. If the appeal process determines the employee was not the perpetrator,; the contractor must document the findings and re-orient the employee to work.</p> <p>The contractor must ensure that the incapacitated person is informed orally, and in writing of procedures, both internal and external, for reporting emergencies, crisis situations, and complaint resolution. Consideration must be given to the incapacitated person's capacity and level of functioning for comprehending the information.</p> <p>The contractor must instruct its personnel to immediately report any suspected abuse, neglect, or exploitation to APS or RCS. The contractor must provide all employees in writing with the toll free number for reporting to APS and RCS, and for other reporting agencies.</p> <p>The contracted public guardian will provide the OPG:</p> <ul style="list-style-type: none"> <li>• Copies of all closed reports from APS upon receipt (if received) noting whether the case was confirmed, substantiated or unsubstantiated and;</li> <li>• Copies of all correspondence made to any disciplinary or investigative</li> </ul>		

entity, when mailed, involving an incapacitated person, where a concern has arisen regarding abuse, neglect, exploitation, or rights violation may have occurred.

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<b>Policy No: 5.3</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Submission of Quarterly Report</b>		
<b>Description:</b>		
<p>The contractor shall submit a quarterly report that includes the following data for each month:</p> <ol style="list-style-type: none"><li>1. The caseload of each professional guardian, identified by the specific client type (e.g. limited, plenary);</li><li>2. The total number of written internal complaints/grievances, broken down into unresolved and resolved and the number of days required to resolve;</li><li>3. The year to date total billable hours and total amount received broken down by guardianship services and payment for services, supplies and/or tangible personal property;</li><li>4. The average per capita monthly cost for guardianships;</li><li>5. The quarterly report shall be submitted no later than the last day of the month following the end of the reporting quarter.</li></ol>		

<b>Policy No: 6.1</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Quality Assurance Plan</b>		
<b>Description:</b>		
The contractor will develop a quality assurance plan describing the contractor's internal and external systems for ongoing monitoring of policies and procedures for ensuring the quality of care of incapacitated persons.		

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Policy No: 7.1	Date Issued: 06.13.08	Date Revised:
<b>Performance Reviews, Audits, Monitoring</b>		
<b>Description:</b>		
<p>The contractor shall cooperate with contract performance reviews, audits and monitoring efforts performed by the OPG personnel. Contractors will agree to meet with evaluators conducting a legislatively-directed study of public guardianship. The interviews may involve implementation issues, confidential case reviews, and clarification of record-keeping procedures.</p> <p>The OPG may periodically conduct an independent comprehensive program review, which may consist of an examination of some or all of the following program requirements:</p> <ol style="list-style-type: none"> <li>1. Clients are living in clean, safe, normalized conditions that are least restrictive, promote independence and autonomy, and are appropriate to their needs;</li> <li>2. The program establishes and implements an adequate grievance procedure, accessible to all clients;</li> <li>3. Clients' rights are adequately safeguarded;</li> <li>4. Termination of client services is appropriate under the circumstances;</li> <li>5. The staff is qualified by education, training, and experience to perform the duties assigned;</li> <li>6. The program adopts and implements policies and procedures that are consistent with OPG standards;</li> <li>7. The program maintains an internal quality assurance mechanism;</li> <li>8. The program complies with contract terms and conditions, including maintenance of client files, and minimum and maximum caseload limitations;</li> <li>9. The program maintains insurance and bonding requirements; and,</li> <li>10. The program maintains adequate billing and accounting records sufficient to verify compliance with the contract.</li> </ol> <p>A follow up review of identified program deficiencies may be conducted if necessary in the opinion of the OPG, to ensure the delivery of quality services consistent with the terms of the contract. The program review, quarterly and monthly reports may be used to obtain data concerning demographic and statistical information, and to analyze use of services. The data may be used to establish program priorities.</p>		

<b>Policy No: 7.2</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Comprehensive Evaluation of the Need for Guardianship</b>		
<b>Description:</b>		
<p>The contractor will facilitate comprehensive incapacitated person evaluations of each client to determine if guardianship should continue by the OPG or its designee should the OPG deem necessary.</p> <p>The evaluations will be done by the appropriate entity designated by the OPG.</p> <p>The designated entity will set up the appointments.</p> <p>The contractor will provide, at the time and place of the evaluation, the following documents;</p> <ul style="list-style-type: none"><li>a) previous medical history;</li><li>b) previous assessment history of the incapacitated person;</li><li>c) name of the incapacitated person, living arrangements of the incapacitated person, including contact information;</li><li>d) the current level of guardianship; and</li><li>e) a completed questionnaire from the home-base provider provided to the contractor by the OPG.</li></ul>		

Policy No: 8.1	Date Issued: 06.13.08	Date Revised:
<b>Complaints Filed by the Contracted Public Guardian</b>		
<b>Description:</b>		
<p>The contractor shall mail to the OPG a copy of any complaint filed by the contractor as guardian against a governmental entity, law enforcement officer, or public employee. The mailing of a copy of the complaint to the OPG under this contract provision is not service of process upon the State of Washington (use the procedure set forth under the Rules of Civil Procedure for the Superior Court).</p> <p>The contractor shall mail to the OPG a copy of any complaint filed by the contractor as guardian against any defendant.</p>		

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Policy No: 8.2	Date Issued: 06.13.08	Date Revised:
<b>Complaints Filed Against the Contracted Public Guardian</b>		
<b>Description:</b>		
<ol style="list-style-type: none"> <li data-bbox="240 447 1386 772">1. The contractor shall establish and implement written procedures available to incapacitated persons being served to present grievances relating to the contractor's operations or services. The purposes of the grievance procedure are to provide for an internal, informal process for swift resolution of disputed issues that affect the individual client, do not involve abuse, neglect or exploitation and are neither violations of standards of practice or rules, regulations and statutes, and do not involve the courts or the Certified Professional Guardian Board and to document the resolution of the dispute.</li> <li data-bbox="240 814 1386 1098">2. The contractor shall send to the OPG by common, contract or private carrier a copy of any court or administrative action filed against the contractor as guardian or against the contractor if the action alleges conduct that would constitute a violation of the terms of the contract. For example, actions alleging employment discrimination. The contractor shall send described documents within 48 hours of the receipt of the action by the contractor. The documents must be received by the OPG within 72 hours of the receipt of action by the contractor.</li> <li data-bbox="240 1140 1386 1318">3. If a complaint/grievance is being investigated by the superior court or the Certified Professional Guardian Board, the contractor will follow the grievance procedure specified by the investigating entity. However, the OPG reserves the right to impose additional sanctions or corrective actions relating to the performance of contract requirements.</li> <li data-bbox="240 1360 1386 1877">4. The contracted public guardian's internal grievance procedures must be consistent with the following guidelines and procedures: <ol style="list-style-type: none"> <li data-bbox="337 1476 1386 1539">a. The client is notified of the grievance procedure in a language/communication style that he or she best understands;</li> <li data-bbox="337 1560 1386 1707">b. That a complaint may be made orally or in writing by the client or another person on behalf of the client, including but not limited to a friend, relative, advocate, or other interested person, such as a caregiver or provider;</li> <li data-bbox="337 1728 1386 1833">c. That an impartial person or representative of the contractor, who may be an employee, shall discuss the complaint with the client and complainant, if the complainant is not the client;</li> <li data-bbox="337 1854 1386 1877">d. Make a determination about the complaint in writing, within fifteen</li> </ol> </li> </ol>		

(15) working days of receipt of the complaint;

- e. Forward the complaint resolution in writing, to the complainant, and maintain a copy in the client's file;
- f. Explain the complaint resolution to the client in terms that he/she may best understand and document the explanation, including date, time and person making the explanation;
- g. Forward documentation (an investigative summary) on how determination was made for all resolved complaints and the written resolution to the OPG within five (5) working days of the determination;
- h. All unresolved complaints/grievances must be forwarded to the OPG within two (2) working days of the 15-day deadline for grievance resolution;
- i. Full cooperation with the OPG by the contractor for all grievances to allow the OPG to investigate and make a determination regarding the grievance;
- j. The OPG will forward all complaints to the Certified Professional Guardian Board;
- k. The grievance procedure is subject to amendment and approval by the OPG;
- l. All complaints and resolutions are public.

Policy No: 8.3	Date Issued: 06.13.08	Date Revised:
<b>OPG Investigation of Internal Complaints</b>		
<b>Description:</b>		
<p>The OPG conducts complaint investigations of a contractor's services as it relates to program requirements, rules, and/or procedures. The complaint investigations are conducted at any time without notice to the contractor. OPG will not disclose the name of a complainant unless ordered by a court of law or requested by law enforcement, to disclose to law enforcement.</p> <p>If OPG receives a complaint about a contractor that does not allege abuse, neglect, or exploitation, or place the incapacitated person at risk, the OPG manager may resolve the issue with the contractor without investigation.</p> <p><b>Filing of Complaints</b></p> <p>Complaints may be submitted by any organization, association or person. Written complaints are preferred, but oral complaints will be accepted. The complainant shall provide sufficient specificity to warrant further investigation. Please feel free to use the Complaint Form provided.</p> <p>The OPG manager may direct OPG staff to investigate allegations of acts of misconduct or violation of statutes, court rules, program requirements, rules, and/or procedures, which may result in a complaint, if such investigation protects and serves the best interest of the public.</p> <p><b>Stage I. Preliminary Investigation</b></p> <p>OPG staff makes a prompt, discreet preliminary investigation and prepares a written report recommending to the OPG manager whether to proceed to the second stage. After initial review and evaluation, the manager may dismiss the complaint, continue investigation, or move to the next stage.</p> <p><b>Stage II. Investigation</b></p> <p>If the manager moves the matter to the next stage, the manager notifies and provides the contractor an opportunity to respond to the allegations, and if necessary directs the staff to investigate further. The manager may dismiss the complaint if there are no sufficient grounds for further investigation.</p> <p>At any time prior to final disposition, a matter may be resolved with a stipulation/agreement. The stipulation may impose any terms and conditions deemed appropriate by the manager. A stipulation/agreement includes all material facts relating to the complaint and the conduct of the contractor.</p> <p>If the manager determines there is probable cause to believe that the contractor has violated statutes, court rules, program requirements, rules, policies and/or</p>		

procedures, or is suffering from a disability that seriously interferes with the performance of contractor duties, the manager prepares a statement of charges and disposition of complaint and provides service of process to the contractor.

### **Stage III. Statement of Charges and Disposition**

The statement of charges is public after the contractor has been served. The statement of charges shall be forwarded to the Certified Professional Guardian Board and may be forwarded to the superior court, Adult Protective Services, the Attorney General or other law enforcement if warranted.

The decision of the OPG will be final and the contractor shall implement the decision. If OPG imposes a sanction against the contractor as a result of the complaint, the contractor shall have the right to due process including a fair hearing. The hearing shall be conducted according to the Administrative Procedures Act.

### **Types of Sanctions**

The following types of sanctions may be applied for violation of statutes, court rules, program requirements, rules, policies and/or procedures of the contract:

- 1) Action Plans - OPG requires the contractor to take immediate action and put into place an abbreviated and immediate corrective action plan if health or safety issues are identified. The plan must address the contractor's actions to be taken to ensure the health and safety of the incapacitated person.
- 2) Recoupment of Contract Funds - OPG collects money the contractor owes as the result of overpayments or other billing irregularities or both.
- 3) Referral Hold - OPG does not refer new incapacitated persons to the contractor. The incapacitated person referral hold is released when OPG determines the contractor has resolved the reason for the hold.
- 4) Contractor Hold - OPG withholds the contractor's payments. The contractor hold is released when OPG determines the contractor has resolved the reason for the hold.
- 5) Involuntary Contract Termination - OPG may terminate the contractor's contract for cause by citing the contractor's failure to comply with the terms of the contract or with OPG program rules, policies, and procedures.
- 6) **SUSPENSION - OPG MAY TEMPORARILY SUSPEND THE CONTRACTOR'S RIGHT TO CONDUCT BUSINESS WITH OPG. THE CAUSES FOR, AND CONDITIONS OF SUSPENSION ARE DESCRIBED ABOVE. A SUSPENSION IS IN EFFECT UNTIL AN INVESTIGATION IS CONCLUDED AND OPG CAN MAKE A DETERMINATION ABOUT THE AGENCY'S FUTURE RIGHT TO CONTRACT. OPG MAY IMPUTE THE CONDUCT OF AN INDIVIDUAL, CORPORATION, PARTNERSHIP, OR OTHER ASSOCIATION TO THE CONTRACTOR.**

Policy No: 8.4	Date Issued: 06.13.08	Date Revised:
<b>Corrective Action Plan</b>		
<b>Description:</b>		
<p>If the guardianship services contractor fails to meet its performance or program related obligations under the negotiated contract, the OPG, at its sole discretion and depending on the circumstances, may implement a corrective action plan. The OPG shall notify the guardianship services contractor in writing of the deficiencies leading to the need for a corrective action plan.</p> <p>Upon receipt of the written notification, the guardianship services contractor shall develop a corrective action plan within twenty one (21) days addressing the following items:</p> <ol style="list-style-type: none"> <li>a. Identification of the problem and areas that need to be addressed;</li> <li>b. The “pro-active” steps to be taken to resolve the issues;</li> <li>c. The time frames necessary for completion of each step to be taken to resolve the issues; and</li> <li>d. The names of the persons responsible for each of the corrective action steps.</li> </ol> <ol style="list-style-type: none"> <li>1. If the identified areas are addressed and resolved within thirty (30) days from the date of written notification by the OPG, a follow-up review will be conducted by the OPG. If all is found to be in compliance, the corrective action plan will not be implemented.</li> <li>2. If a corrective action is necessary, then on the date of implementation (which would be the 31st day after the initial written notification), the guardianship services contractor shall have a maximum of ninety (90) days to achieve full compliance with the CAP. <ol style="list-style-type: none"> <li>a. The OPG shall withhold 10% of the guardianship services contractor's reimbursement for the first month of noncompliance, 15% of the guardianship services contractor's reimbursement for the second month of noncompliance and 20% of the reimbursement for the third month of noncompliance.</li> <li>b. The withholding for any given month shall remain in effect, even if the guardianship services contractor comes into compliance during that given month.</li> <li>c. The OPG shall proceed to terminate the guardianship services contract if all noted deficiencies in the CAP are not corrected to the OPG's satisfaction within ninety (90) days after the implementation date of the CAP.</li> </ol> </li> </ol> <p>The OPG, at its sole discretion, may reallocate monies withheld as a sanction.</p>		

The guardianship services contractor shall have neither a claim upon nor opportunity to recoup monies withheld as a sanction.

The OPG will remove any sanctions imposed upon the contractor if it determines that the guardianship services contractor has met its performance or program related obligations during a subsequent month. The payment process will then resume pursuant to the requirements of the contract.

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<b>Policy No: 9.1</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Guidelines for Employee Orientation and Training</b>		
<b>Description:</b>		
<p>All newly hired professional staff should complete a process of orientation and training to prepare them for their duties within ninety (90) days of hire.</p> <p>Training may occur in the following forms: job shadowing, seminars, workshops and conferences. Training should include information about the following:</p> <ul style="list-style-type: none"><li>• Pertinent statutes, rules, regulations, policies and standards of practice</li><li>• Aging and Disability Issues</li><li>• Community Resources and Social Services</li><li>• Recognizing and Reporting Abuse, Neglect and Exploitation</li><li>• Cultural Sensitivity</li><li>• Ethics</li><li>• Alternatives to Guardianship</li></ul> <p>All certified professional guardians should complete the Guardian Certificate Program developed by the University of Washington Extension Office.</p>		

Policy No: 9.2	Date Issued: 06.13.08	Date Revised:
<b>Qualifications of Employees and Volunteers</b>		
<b>Description:</b>		
<p>The contractor shall provide an adequate number of qualified staff to meet the needs of the incapacitated persons served. Contractor and staff persons shall be scrupulous, ethical and honest and have the knowledge, skills and experience needed to work with incapacitated persons. They must also be committed to helping incapacitated persons enjoy self-determination by (a) providing individuals with adequate opportunities to be the causal agent in their lives, make choices, and learn self-determination skills; (b) enabling them to maximally participate in their lives and communities; and ensuring that supports and accommodations are in place.</p> <p>The contractor may recruit volunteers to perform discrete tasks under supervision of a certified professional guardian. Volunteers must be qualified to perform the tasks assigned and must be properly screened before they may have direct contact with incapacitated individuals' person, estate and/or benefits.</p>		

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<b>Policy No: 9.3</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Hiring and Termination Practices</b>		
<b>Description:</b>		
<p>Potential staff and volunteers must complete an application that includes employment history and business references. All potential employees and volunteers expected to have direct contact with incapacitated individuals' person, estate and/or benefits shall provide permission to conduct FBI background checks and perpetrator status checks with DSHS.</p> <p>FBI background checks will be conducted by the OPG pursuant to the National Child Protection Act (NCPA) which provides authority for national criminal background checks to determine fitness of individuals having responsibility for the safety and well being of children, the elderly, or individuals with disabilities.</p> <p>The OPG will contact DSHS and determine DSHS's policy as it relates to disclosure of perpetrator status.</p>		

<b>Policy No: 9.4</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Guidelines for Employee Performance and Evaluations</b>		
<b>Description:</b>		
The performance of all employees should be evaluated periodically. Continued employment should be based to some extent on satisfactory performance.		

Draft

<b>Policy No: 10.1</b>	<b>Date Issued: 06.13.08</b>	<b>Date Revised:</b>
<b>Mandatory Training</b>		
<b>Description:</b>		
Each contracted public guardian shall complete the guardianship certificate program developed by the University of Washington Extension Office.		

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<b>Forms</b>		
<b>Description:</b>		
Care-Service Plan		
Initial Assessment		
Monthly Status Report		
Values & Preferences History		

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