CERTIFIED PROFESSIONAL GUARDIAN BOARD

IN THE MATTER OF:	
ETHICARE, INC., CPGA NO. 5133, GEORGE MARCOE, CPG NO. 5218, TERESE MARCOE, CPG NO. 10009, AND JULIE CRAWFORD, CPG NO. 10408	**CPGB NO. 2007-025**

On April 11, 2011, the Certified Professional Guardian Board closed this matter based on the guardian and agency compliance with the requirements of the Agreement Regarding Discipline, dated August 13, 2010.

CERTIFIED PROFESSIONAL GUARDIAN BOARD

EthiCare, Inc., CPGA No. 5133, George Marcoe, CPG No. 5218, Terese Marcoe, CPG No. 10009, and Julie A. Crawford, CPG No. 10408	)	**CPGB No. 2007-025** **AGREEMENT REGARDING DISCIPLINE AND STIPULATED FINDINGS** ***Disciplinary Regulation 514***

The parties, EthiCare, Inc. (EthiCare), CPGA No. 5133, a certified professional guardian agency (CPGA), and George Marcoe (Mr. Marcoe), Certified Profession Guardian (CPG) No. 5218, and Terese Marcoe (Ms. Marcoe), CPG No. 10009, and Julie A. Crawford (Ms. Crawford), CPG No. 10408, and the Certified Professional Guardian Board (Board) enter into this Agreement Regarding Discipline and Stipulated Findings (Agreement) pursuant to the Board's Disciplinary Regulations for Certified Professional Guardians. (Mr. Marcoe, Ms. Marcoe, and Ms. Crawford will be referred to collectively as "the Guardians" when there is no need to distinguish between them.) EthiCare and the Guardians have committed violations of the Standards of Practice for Certified Professional Guardians, resulting in this disciplinary proceeding before the Board. This Agreement is subject to approval by the Board. The Agreement will be a part of the professional guardian record of EthiCare and the Guardians and will be a public record and subject to public access.

ORIGINAL

1. JURISDICTION

1.1 At all times relevant herein, George Marcoe was a certified professional guardian pursuant to General Rule (GR) 23, CPG No. 5218. Mr. Marcoe is the President, a board member, and one of the designated certified professional guardians of EthiCare, Inc.

1.2 At all times relevant herein, Terese Marcoe was a certified professional guardian pursuant to GR 23, CPG No. 10009. Ms. Marcoe is one of the designated certified professional guardians of EthiCare.

1.3 At all times relevant herein, Ms. Crawford was a certified professional guardian pursuant to GR 23, CPG No. 10408. Ms. Crawford is one of the designated certified professional guardians of EthiCare.

1.4 At all times relevant herein, EthiCare was a Certified Professional Guardianship Agency pursuant to GR 23, CPG No. 5133.

2. STATEMENT OF FACTS

2.1 On July 8, 2002, the Board entered into a Settlement Agreement with Mr. Marcoe and EthiCare to resolve PGB No. 1999-0001. Mr. Marcoe and EthiCare agreed to clearly identify and disclose any surcharges or fees charged by independent contractors and the method of calculation of such surcharges. *See* Settlement Agreement in Professional Guardian Board (PGB) No. 1999-0001, attached hereto as Attachment A and incorporated herein. Mr. Marcoe and EthiCare also agreed to file a Declaration of Guardian with the court and provide a copy to clients prior to, or at the time, that Mr. Marcoe or EthiCare are appointed to provide guardian services. The Settlement Agreement also provided that a breach of the Agreement may constitute grounds for discipline.

2.2 No designated certified professional guardian with EthiCare filed a Declaration of Guardian as required and described in Settlement Agreement PGB No. 1999 0001, prior to, or at the time, EthiCare was appointed as guardian in the following cases:

#	Case Number	County	Date Appointed
1	05-4-00096-7	Snohomish	4-21-05
2	07-4-01353-4	Snohomish	1-24-08
3	97-4-04034-2 SEA	King	5-20-06
4	02-4-03815-5 KNT	King	12-27-02
5	92-4-03694-8 SEA	King	5-20-05
6	97-4-03035-5 SEA	King	5-20-05
7	05-4-01720-9 SEA	King	5-11-05
8	89-4-03894-1 SEA	King	5-20-05
9	06-4-00865-6	Snohomish	9-21-06

3. VIOLATIONS OF THE STANDARDS OF PRACTICE

3.1 Based on the facts set forth in paragraphs 2.1 and 2.2, EthiCare, Mr. Marcoe, Ms. Marcoe, and Ms. Crawford breached the Settlement Agreement in PGB No. 1999-0001. The language of the Settlement Agreement is set forth in pertinent part:

> Section 1A:
> George Marcoe and EthiCare, Inc., agree that in all cases in which they are retained or appointed to provide services as guardian...they will clearly identify and disclose to their clients and to the court any surcharges added onto the fees or costs...
>
> Section 1B:
> George Marcoe and EthiCare, Inc. agree to file a Declaration of Guardian with the court and provide a copy to clients prior to, or at the time that George Marcoe or EthiCare, Inc., are retained or appointed to provide guardian services...The Declaration must contain all information required in the Declaration form that is attached as Exhibit 1 to this Settlement Agreement, and shall meet all court rule requirements for disclosures required in court-appointed guardianship cases.
>
> Section IV:
> Breach of this agreement by George Marcoe or Ethicare, Inc., may constitute grounds for discipline. In the event of an alleged breach of this agreement, the Board shall provide notice to George Marcoe and Ethicare, Inc. of the substance of the breach, and George Marcoe and Ethicare, Inc. shall have 30 days to respond to the allegations of breach. If the Board finds that the agreement has been breached, the Board, at its option, may pursue disciplinary action under this complaint or file a separate disciplinary action.

Attachment A, PGB No. 1999-0001.

3.2 Based on the facts and violations set forth above in paragraphs 2.1 through 2.2 and 3.1, EthiCare and the Guardians' conduct constitutes grounds for discipline pursuant to GR 23(c)(2)(viii) and Disciplinary Regulations which provide in pertinent part:

> GR 23(2)(viii) Grievances and Discipline. The Board shall adopt and implement procedures to review any allegation that a professional guardian has violated an applicable statute, fiduciary duty, standard of practice, rule, or regulation. The Board may impose sanctions upon a finding of violation. Sanctions may include decertification or lesser remedies or actions designed to ensure compliance with duties, standards, and requirements for professional guardians.
>
> DR 503 A professional guardian may be subject to disciplinary action for any of the following:
>
> 503.3 Failure to perform any duty one is obligated to perform as a professional guardian.
>
> DR 514.4 Failure to comply with the terms of an Agreement Regarding Discipline may constitute additional grounds for discipline.
>
> DR 516 The Board may order a professional guardian to pay costs including cost of the discipline process and any other directly provable expense, including attorney fees as part of the sanctions imposed. A Hearing Officer may recommend the payment of costs. Failure of a professional guardian to pay costs or to pay restitution when ordered to do so, or failure to comply with the terms entered, may constitute additional grounds for discipline.

3.3 EthiCare and the Guardians admit that declarations as required by the settlement agreement were not timely filed in the cases listed in paragraph 2.2, but admit no other wrongdoing. EthiCare and the Guardians note that the declarations were prepared and provided to their attorney, however, the attorney failed to ultimately timely file the declarations with the Court. EthiCare and the Guardians affirmatively acknowledge that they are responsible for the actions of their attorney.

4. AGGRAVATING AND MITIGATING FACTORS

Pursuant to DR 515.1.4, the Board may consider the existence of aggravating and mitigating factors in determining the sanctions to be imposed.

4.1 **Aggravating Factors.** Prior non-disciplinary settlement agreement with the Board.

4.2 **Mitigating Factors.** Absence of dishonesty or selfish motive, remoteness of prior offenses, and implementation of remedial measures to mitigate harm or risk of harm.

5. PRIOR RECORD OF DISCIPLINE

EthiCare and Mr. Marcoe have a prior record of discipline with the Board that is reflected in the Settlement Agreement, PGB No. 1999-0001.

6. AGREEMENT OF THE PARTIES REGARDING DISCIPLINARY SANCTIONS AND REMEDIES

The Board imposes the following disciplinary sanctions and remedies on EthiCare, Mr. Marcoe, Ms. Marcoe, and Ms. Crawford for the conduct described in this Agreement. Pursuant to DR 515.1, any disciplinary sanction or remedy imposed by the Board on a certified guardian is a disciplinary sanction.

6.1 EthiCare and the Guardians agree to provide the Board with copies of the Declaration of Proposed Guardian filed in all new cases in which EthiCare is appointed as a guardian for a period of six months after this Agreement is adopted by the Board. (See attached sample Declaration, attached hereto as Attachment B.)

6.2 EthiCare and the Guardians shall pay the Board $3,000 towards the Board's costs pursuant to DR 516. Payment shall be made within 30 days of the date this Agreement is approved by the Board.

7. VIOLATION OF AGREEMENT

7.1 Failure to comply with the terms of this Agreement shall constitute additional grounds for discipline pursuant to DR 514.4.

7.2 In the event of an alleged breach of this Agreement, the Board shall provide notice to EthiCare and the Guardians of the substance of the breach, and EthiCare and the Guardians shall have 30 days to respond to the allegations of the breach.

7.3 If the Board finds that the Agreement has been breached, the Board may pursue disciplinary action, including Suspension Pending Disciplinary Proceedings pursuant to DR 519, against the professional guardian agency for violation of the Agreement.

8. NOTICE

8.1 This Agreement shall be retained by the AOC in EthiCare's and the Guardians' disciplinary files. This Agreement shall be open to public access and disclosure. Notice of the discipline imposed shall be sent to all superior courts pursuant to DR 514.3.2.

9. ENTIRE AGREEMENT

This Agreement comprises the entire agreement of the parties with respect to the matters covered herein, and no other agreement, statement, or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written amendment signed by all parties.

10. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, the remainder of the Agreement will not be affected.

11. LAWS GOVERNING

This Agreement shall be governed by the laws of the State of Washington, and any question arising from the Agreement shall be construed or determined according to such law. This Agreement is a public record and is subject to public disclosure or release.

12. RIGHT TO COUNSEL

EthiCare and the Guardians acknowledge that each has the right to individual counsel for representation in this disciplinary matter, at their own expense, as set forth in DR 509.1.

13. PRESENTATION OF AGREEMENT TO THE BOARD

EthiCare and the Guardians understand that this Agreement is not binding unless and until it is approved and signed by the Board. If the Board rejects this Agreement, EthiCare and the

Guardians waive any objection to the participation in the final determination of this matter of any Board member who heard the Agreement presentation.

COPY RECEIVED, NOTICE OF PRESENTATION WAIVED:

_____ 7-23-10
George Marcoe, Date
Individually and as Designated CPG of EthiCare, Inc.

_____ 7-23-10
Terese Marcoe, Date
Individually and as Designated CPG of EthiCare, Inc.

_____ 7-23-10
Julie Crawford, Date
Individually and as Designated CPG of EthiCare, Inc.

_____ 7-23-10
Michael Olver Date
Attorney for EthiCare, Inc.
WSBA #7031

APPROVED AND ORDERED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD THIS 13 DAY OF August, 2010.

_____
Hon. Chris Wickham
Chair, Certified Professional Guardian Board