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CERTIFIED PROFESSIONAL GUARDIAN BOARD

Victoria S. Nave

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PGB No. 2006-006

**DISCIPLINARY SETTLEMENT
AGREEMENT**

DISCIPLINARY SETTLEMENT AGREEMENT

The parties, Victoria S. Nave, and the Certified Professional Guardian Board (Board), enter into this Disciplinary Settlement Agreement (Agreement) pursuant to the Board's Disciplinary Regulations for Certified Professional Guardians. While Ms. Nave was a certified professional guardian, she committed violations of the Standards of Practice for Certified Professional Guardians, resulting in this disciplinary proceeding. This Agreement is a resolution of this disciplinary proceeding and shall become effective after both parties have signed the Agreement. The Agreement will be part of the permanent professional guardian licensing record of Ms. Nave and will be a public record and subject to public access.

I. PRELIMINARY FACTS

A. On or about April 13, 2006, a written grievance was filed with the Board alleging misconduct by Eagle Guardianship in the performance of its job duties as the court-appointed guardian in the case of *Guardianship of M.*, Spokane County Superior Court

1 Case No. 85-4-00729-0 (hereinafter referred to as the “ *M* Guardianship”). Pursuant to the
2 Disciplinary Regulations for Certified Professional Guardians (DR), the grievance was
3 investigated by a Review Panel appointed by the Board’s Chairperson. The Board has agreed to
4 enter into this Disciplinary Settlement Agreement with Ms. Nave as part of the Board’s
5 resolution of this disciplinary matter.

6 **B.** At the time of the misconduct described in the grievance filed with the Board, Ms.
7 Nave was a certified professional guardian pursuant to General Rule of Court (GR) 23. Ms.
8 Nave’s CPG number was 9344.

9 **C.** Eagle Guardianship is a certified professional guardian agency licensed pursuant to
10 GR 23. GR 23 requires that a certified professional guardian agency designate a minimum of
11 two certified professional guardians as persons with final decision-making authority for
12 incapacitated persons on behalf of the agency. At the time the actions described in Section II of
13 this Agreement occurred, Ms. Nave was one of the certified professional guardians designated by
14 Eagle Guardianship as having decision-making authority for the guardianship clients of the
15 agency.
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17 **II. STATEMENT OF FACTS REGARDING CONDUCT AS A GUARDIAN**

18 **A.** On or about September 18, 2002, Eagle Guardianship was appointed by the Spokane
19 County Superior Court (Court) as the guardian of the person in the *M* Guardianship.

20 **B.** In 2005, Eagle Guardianship filed a written request with the Court asking that the
21 Court approve guardian fees for Eagle Guardianship’s care of *M*. The Court asked for
22 documentation of the time spent by Eagle Guardianship in caring for *M*, in the form of
23 time records and other records of the agency. Eagle Guardianship was unable to provide any
24 records to the court detailing the dates and time spent by Eagle Guardianship caring for *M*
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1 or the services provided during the time period for which guardian fees were requested.
2 Eagle Guardianship had no records that the agency's staff paid any visits to M during
3 the time period for which fees were requested.

4 C. At Eagle Guardianship, Ms. Nave was the certified professional guardian with
5 primary responsibility for the care of M.

6 D. In 2005 and 2006, Eagle Guardianship was delinquent in filing annual reports or
7 accountings with the Court in 20 guardianship cases. The Court allows guardians an extension
8 of 90 days after a report's due date to file a report with the Court. However, in 20 cases, reports
9 were filed after this 90 day "grace period." In 14 cases, the delinquent reports were filed by the
10 agency within one month after the extended due date. In five cases, the delinquent reports were
11 filed by the agency within two months after the extended due date. In one case, the delinquent
12 report was filed four months after the extended due date. At Eagle Guardianship, Ms. Nave was
13 the certified professional guardian with primary responsibility for these cases.
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15 III. VIOLATIONS OF THE STANDARDS OF PRACTICE

16 A. The Board has adopted Standards of Practice (SOP) which govern the professional
17 conduct of certified guardians.

18 B. SOP 401.3 requires a guardian to provide reports and accountings that are timely,
19 complete, accurate, understandable, and in a form acceptable to the court. The failure of the
20 guardian to file timely annual reports and accountings as required by statute deprives the superior
21 court of the information necessary for the court to meaningfully and timely exercise its
22 supervisory authority over the guardianship. In 2005 and 2006, Eagle Guardianship was
23 delinquent in filing reports and accountings in 20 guardianship cases in which it was the court-
24 appointed guardian, which was a violation of SOP 401.3 in each case.
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1 C. SOP 403.3 requires that all compensation for the services of the guardian must be
2 documented, reasonable in amount, and incurred for the incapacitated person's welfare. The
3 guardian may not pay or advance guardian fees or expenses except as approved by the court.
4 Although Eagle Guardianship made a request to the Court for payment of guardian fees, Eagle
5 Guardianship was not able to document its services in the *M Guardianship*, in violation of
6 SOP 403.3.

7 D. SOP 404.9 requires that the guardian regularly monitor the incapacitated person's
8 residential placement to ensure appropriateness and that such placement be the least restrictive
9 alternative. The guardian must consent to changes, as they become necessary, advantageous, or
10 otherwise in the incapacitated person's best interests. The guardian should consider that even
11 changes within an existing residential facility have an impact on the quality of life of the
12 incapacitated person. Eagle Guardianship had no documentation as to whether or not the agency
13 had regularly monitored the incapacitated person's residential placement in the *M*
14 *Guardianship*, in violation of SOP 404.9.

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16 **IV. DISCIPLINARY SANCTIONS IMPOSED BY THE CERTIFIED**
17 **PROFESSIONAL GUARDIAN BOARD**

18 The Board imposes the disciplinary sanction of a letter of reprimand on Ms. Nave for the
19 conduct and violations of the Standards of Practice described in this Agreement.

20 **V. PRIOR RECORD OF DISCIPLINE**

21 Ms. Nave has no prior record of disciplinary sanctions imposed by the Board. However,
22 she was decertified by the Board on or about May 14, 2007, for her failure to fulfill the
23 continuing education requirements for certified professional guardians for 2006.
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VI. VIOLATION OF AGREEMENT

Violation of this Agreement by Ms. Nave may constitute grounds for discipline. In the event of an alleged breach of this Agreement, the Board shall provide notice to the professional guardian or guardian agency alleged to be in breach of the Agreement of the allegations regarding breach of the Agreement, and the professional guardian or agency so notified shall have 30 days to respond to the allegations of breach. If the Board finds that the Agreement has been breached, the Board may pursue disciplinary action against the professional guardian or agency for violation of the Agreement.

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VII. 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.

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VIII. 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.

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IX. 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, along with the Board's investigative files in this matter.

