



Certified Professional Guardianship Board
Monday, January 9, 2017 (9:00 a.m. – 1:00 p.m.)
SeaTac Office Center, 18000 International Blvd., Suite 1106
SeaTac, WA

Meeting Minutes

Members Present

Commissioner Rachelle Anderson
Ms. Rosslyn Bethmann
Dr. Barbara Cochrane
Mr. Jerald Fireman
Judge Gayle Harthcock (by phone)
Mr. William Jaback
Ms. Victoria Kesala
Commissioner Diana Kiesel
Ms. Carol Sloan
Ms. Amanda Witthauer

Members Absent

Judge James Lawler, Chair
Dr. K. Penney Sanders¹
Ms. Barbara West

Staff

Ms. Shirley Bondon
Ms. Kathy Bowman
Ms. Carla Montejo
Ms. Kim Rood
Ms. Eileen Schock

1. Meeting Called to Order

Commissioner Rachelle Anderson, acting chair in Judge Lawler's absence, called the January 9, 2017 Certified Professional Guardianship Board (Board) meeting to order at 9:07 a.m.

2. Welcome and Introductions

Commissioner Anderson introduced new board members Victoria Kesala and Jerald Fireman, and AOC Extern Christopher Fournier. Ms. Kesala has been an elder law attorney in Clark County since 2010 and is representing the Washington State Bar Association on the Board. This is the first in-person board meeting Mr. Fireman has attended. Mr. Fireman retired from the Area Agency on Aging in Snohomish County and he serves as an elder advocate on the Board. Mr. Fournier, a third-year law student at Seattle University, will be completing an externship with the Office of Guardianship and Elder Services.

3. Minutes

Commissioner Anderson asked for changes or additions to the minutes of the November 14, 2016 board meeting. Hearing none, there was a motion to approve the minutes.

¹ Arrived at the meeting location but was called away to an emergency before the meeting was called to order.

Motion: *A motion was made and seconded to approve the November 14, 2016 meeting minutes. The motion passed. Judge Harthcock abstained.*

Per the recently adopted CPGB By-Laws section on confidentiality, board members are required to sign a Confidentiality Agreement annually. Confidentiality Agreement forms were distributed to all Board members for review and signature. Forms should be returned to Shirley Bondon. In the future, Confidentiality Agreements will be signed annually during the October board meeting.

4. Public Comment Period

Ms. Claudia Donnelly made public comments. A copy of her comments is attached to these minutes.

5. Grievance Update

Staff reported that 24 new grievances were received since the November board meeting, bringing the total number of open cases to 117. A total of 13 complaints were closed in December. Of these, six cases were closed because the Board had no jurisdiction (lay guardian or GAL), three cases were terminated as the CPG elected voluntary surrender, and four cases were closed due to no actionable conduct by the CPG.

Of the 117 open cases, 73 are filed against guardians who have multiple grievances. There are currently 24 guardians who have multiple grievances opened against them. Sixteen (16) of these guardians were certified before the University of Washington Certificate Program was adopted, so they have not taken the training.

A board member asked if the Board can do anything to help with the grievance backlog process. Staff informed the Board that the increase in grievances received in 2016 is partially due to the new statutory process of the courts forwarding to the Board, grievances received by the courts. No additional staffing has been provided to facilitate this additional workload.

Mr. Fournier, the extern, will be tasked with assisting the grievance process, including proposing investigative plans, conducting grievance investigations and witness interviews. He will also be researching applicable statutes and auditing court reports.

Commissioner Kiesel suggested sending another letter to the courts to remind them of the grievance process included in RCW 11.88.120. Staff agreed to send a reminder.

6. Staff Proposed Grievance Process

Staff presented a proposal to work through the backlog of grievances in a reasonable manner and timeframe.

The proposal recommends corrective action to resolve some grievances that involve the following types of allegations:

- Communication issues: refer to mediation. Agreed mediation will resolve a grievance without a sanction.

- Issues involving finances: refer to a financial audit. If no malfeasance, the grievance will be resolved without a sanction.
- Court reports not filed timely: refer to an audit of court reports, which will resolve the complaint without a sanction.

The cost, if any, for mediation, financial or court report audit will be borne by the AOC.

Staff is working to locate auditors. The Dispute Resolution Centers of Washington State will provide the mediators. Mediators will receive training about guardianships and standards of practice.

Board members approved the proposal as it is corrective rather than punitive, and felt it would increase the ability of the Board to effectively resolve grievances.

One board member stressed that diversion must be a voluntary process for CPGs. He also suggested that the Standard of Practice Committee should be more involved in investigating grievances. The majority of the Board felt that Staff should continue as investigators. Involving volunteer board members in actual investigations could potentially increase the delay in completing the investigations.

Commissioner Rachelle Anderson asked if there was a motion on the matter.

Motion: *A motion was made and seconded to adopt the proposed diversion process, as approved in its current draft, for a 6-month trial period. The motion passed.*

7. Reviewing Applicant Credit Reports

When reviewing applications, board members notice that some applicants seem to be unaware of the credit report requirement for acceptance of the application. Staff explained that a credit report with a score of 700 is not reviewed by the Applications Committee, as this is considered good credit. A score under 700 is reviewed, and the applicant is given an opportunity to provide an explanation about any issues on his or her credit report including bankruptcy or judgment.

A board member suggested that the Board adopt a bright line rule that a credit report with a specified score was acceptable and any score that is less than the specified score would be denied. The Board has been advised not to adopt a “bright line rule” on credit scores, as sometimes discretion must be exercised. The Board must recognize those different situations, such as medical bills, that impact credit scores. Board members agreed that clear expectations must be defined for applicants, including Board requirements, to be fair.

Before submitting a final application, candidates are given ample opportunity to provide information that would be required by the Board for consideration in the cases of lower scores due to bankruptcy or judgments. When an application is denied, applicants are advised that an appeal can only include information already on the record, although an explanation of why the applicant is appealing is allowed.

A board member asked if there could be a “double” or “dotted-line” rule versus a “bright-line” rule. For example, a score of 700+ would be accepted. Scores between 650 and 700 would require explanation and review. Any score below 600 would be denied.

Staff commented that a bright-line might make reviewing the application easy for the committee, but isn’t always fair to the candidate.

A board member commented that some qualified applicants could be denied using the bright line rule without discretion.

Another member suggested that a good credit score is the only means of determining if someone would be a good fiduciary of another’s estate, and that the use of discretion may be too subjective.

The Board agreed to the following rule: a FICO credit score of 700 or higher would be accepted without additional review; FICO scores between 650 and 699 will require review of applicant’s credit report and credit explanation to determine if the financial responsibility requirement is met; applications with a FICO score below 650 will be denied. Staff agreed to draft the appropriate language for the application.

8. Standards of Practice Committee Report – WINGS Proposed Standards of Practice

The WINGS Standards of Practice Committee submitted several proposed standards to the Board for consideration. The Board asked that its Standards of Practice Committee to review and provide comment to the Board. The Board’s Standards of Practice Committee recommended that the Board consider developing advisory opinions to address several of the issues and to post one issue for public comment.

A board member asked staff to clarify the role of WINGS vs. the role of the Board, noting that WINGS may find it concerning that the Board did not agree to make all the changes suggested by the SOP Committee. Staff clarified that WINGS is a stakeholder group working to improve the guardianship system. WINGS made recommendations to the Board, which the Board can approve or not. Judge Harthcock suggested including the issue of standards of practice versus advisory opinions on the agenda for the upcoming annual planning meeting.

The Board voted to post for comment the issue of a CPG serving as a GAL and a CPG in the same matter. The other matters required further discussion. Staff was asked to draft a letter to WINGS explaining the Board decisions, for Judge Lawler’s signature.

9. Annual Planning Meeting Agenda Topics

In addition to the topics noted on the agenda, other suggested topics for the annual planning meeting included:

- A broader policy discussion of guardianship issues around the state. For example, counties terminating guardianships because a guardian cannot be found.
- How to effectively get a guardianship in place for an indigent individual.
- Update on the newly devised Grievance Diversion Process.

- Standards of Practice versus Advisory Opinions

10. Executive Session (closed to public) and Vote on Executive Session Discussion (open to public)

Applications Committee

On behalf of the Applications Committee, Ms. Witthauer presented the following application for Board approval. Members of the Applications Committee abstained.

Motion: *A motion was made and seconded to conditionally approve Geraldine de Rooy Key's application for certification. The motion passed.*

Appeals Committee

On behalf of the Appeals Committee, Dr. Cochrane presented the following appeals for Board action. Members of the Appeals Panel abstained

Motion: *A motion was made and seconded to affirm the denial of Lynette Love's application for certification. The motion passed.*

Motion: *A motion was made and seconded to affirm the denial of Lucy Leach's application for certification. The motion passed.*

12. Wrap-up and Adjourn

Commissioner Rachelle Anderson thanked the members of the Board for their time and reminded everyone that the next board meeting would be held by teleconference March 13, 2017. The meeting adjourned at 12:25 pm.

Recap of Motions from January 9, 2017 Meeting

Motion Summary	Status
Motion: <i>A motion was made and seconded to approve the minutes of the November 14, 2016 meeting. The motion passed.</i>	<i>Passed</i>
Motion: <i>A motion was made and seconded to adopt the proposed diversion process, as approved in its current draft, for a 6-month trial period. The motion passed.</i>	<i>Passed</i>
Motion: <i>A motion was made and seconded to conditionally approve Geraldine de Rooy Key's application for certification. The motion passed.</i>	<i>Passed</i>
Motion: <i>A motion was made and seconded to affirm the denial of Lynette Love's application for certification. The motion passed.</i>	<i>Passed</i>
Motion: <i>A motion was made and seconded to affirm the denial of Lucy Leach's application for certification. The motion passed.</i>	<i>Passed</i>

Good morning:

I had another talk planned but received some information that I wanted to talk about instead. According to state law, – and the authorization of this Board, the State Supreme Court is supposed to “supervise” the CPGB. As far as I can tell, they don't do much – if anything.

Advocates have asked for help from this Board to no avail. I got a note from

someone who said this about the State Supreme Court:

The Washington Supreme Court has not engaged in reform discussions. They blame availability of funds and default that they would have to add lots of judges to best serve the people.

Does anyone from this Board talk to the Justices and tell them our state's elderly need help from isolation and financial exploitation? Does anyone talk to the legislature to ask for more funds to protect

**the elderly from isolation
and financial exploitation?
This is just mindboggling.
Then this is what was said
about judges:** "Only the judges
oversee guardian fiduciary
accountability. Many judges are
untrained and under resourced to
conduct routine auditing. They in
general refuse to admit they have
issues or demand changes to insure
system integrity."

Now the truth seems to be coming out.

Thank you.

Grievance Status Reports

CERTIFIED PROFESSIONAL GUARDIAN GRIEVANCES

28-Feb-17

Grievances (Investigations)	2017	2016	2015	2014	2013	Total
Open Needing Investigation December 31, 2016		66	28	21	2	117
Resolved w/o ARD or Hearing	3					
Resolved w/ARD						
Resolved w Hearing						
Reopened Grievances						
Terminated, Voluntary Surrender		1	8	7	1	
New Grievances (opened since late report)	18					
Open Needing Investigation February 28, 2017	15	65	20	14	1	115

Year Received (Resolutions)	2017	2016	2015	2014	2013	Total
Dismissal - Administrative						
Dismissal - No actionable conduct	3					
Dismissal - No jurisdiction						
Dismissal - Insufficient						
Admonishment						
Reprimand						
Suspension						
Decertification						
Termination		1	8	7	1	
Closed Since Last Report	3	1	8	7	1	20

Summary Current Activity	2017	2016	2015	2014	2013	Total
Opened since last report	18					18
Closed w/o ARD/Hearing						
Closed w ARD						
Closed w Hearing						0

CPG ID	Year Certified	Grievances	Year(s) Grievances Received	Status
A	2015	3	2016 (3)	
B	2007	3	2014 (1), 2016 (1)	
C	2002	2	2014 (1), 2016 (1)	
D	2007	2	2016 (2)	
E	2005	4	2014 (2), 2015 (1), 2016 (1)	
F	2001	4	2012 (1), 2013 (1), 2015 (1)	
G	2012	3	2016 (3)	
H	2004	2	2016 (2)	
I	2014	6	2015 (1), 2016 (5)	
J	2001	3	2014 (1), 2015 (1), 2016 (1)	
K	2011	2	2015 (1), 2016 (1)	
L	2003	2	2015 (2)	
M	2007	2	2014 (2)	
N	2003	3	2015 (1), 2016 (2)	
O	2003	3	2015 (1), 2016 (2)	
P	2001	3	2016 (3)	
Q	2011	2	2016 (2)	
R	2001	10	2015 (1), 2016 (9)	
S	2011	3	2015 (1), 2016 (2)	
T	2014	4	2015 (2), 2016 (2)	
U	2007	2	2016 (2)	
V	2001	2	2014 (2)	
W	2014	2	2015 (1), 2016 (1)	
X	2001	2	2016 (2)	

Total 73

	Year Certified	# of Guardians
Before UW Certificate Program 122	2001	6
	2002	1
	2003	3
	2004	1
	2005	1
	2006	
	2007	4
	2008	
	Total	16
UW Certificate Program 147	2009	
	2010	
	2011	3
	2012	1
	2013	
	2014	3
	2015	1
	2016	
	Total	8

**Summary of Guardianship Complaints Filed
Since the Effective Date of the Complaint Process**

(RCW 11.88.120 – Effective July 24, 2015)

COMPLAINTS RECIEVED				
Dates	# Complaints Received	CPG	Lay Guardian	Unknown ¹
6/24/2015 to 12/31/2015	5	2	3	0
1/1/2016 to 12/31/2016	45	21	20	4
1/1/2017 to 2/16/2017	4	2	0	2

County Filed	6/24/2015 to 12/31/2015	1/1/2016 to 12/31/2016	1/1/2017 to 2/16/2017
Adams	0	0	0
Asotin	0	0	0
Benton	0	1	0
Chelan	0	0	0
Clallam	0	1	0
Clark	1	13	0
Columbia	0	0	0
Cowlitz	1	1	0
Douglas	0	0	0
Ferry	0	0	0
Franklin	0	0	0
Garfield	0	0	0
Grant	0	0	0
Grays Harbor	0	1	1
Island	0	0	0
Jefferson	0	0	0
King	1	10	3
Kitsap	1	8	0
Kittitas	0	0	0
Klickitat	0	0	0
Lewis	0	1	0
Lincoln	0	0	0
Mason	0	0	0
Okanogan	0	1	0
Pacific	0	0	0

¹ The Complaint Form was used in error. The form was used as a petition to request a guardianship.

County Filed	6/24/2015 to 12/31/2015	1/1/2016 to 12/31/2016	1/1/2017 to 2/16/2017
Pend Oreille	0	1	0
Pierce ²	0	0	0
San Juan	0	0	0
Skagit	0	1	0
Skamania	0	0	0
Snohomish	0	1	0
Spokane ³	1	0	0
Stevens	0	0	0
Thurston	0	3	0
Wahkiakum	0	0	0
Walla Walla	0	0	0
Whatcom	0	2	0
Whitman	0	0	0
Yakima	0	0	0

ORDERS FILED ⁴						
Dates	Complaints Rec.	Hearings Held	GAL Appointed	Dismissed Without a Hearing	Dismissed After a Hearing	Incomplete ⁵
6/24/2015 to 12/31/2015	5	3	2	0	0	0
1/1/2016 to 12/31/2016	45	11	2	5	3	24
1/1/2017 to 2/16/2017	4	0	0	2	0	2

ORDERS FILED						
Dates	Complaints Rec.	1 - 7 Days	8 - 14 Days	15 - 21 Days	22 - 28 Days	29 – 35 Days ⁶
6/24/2015 to 12/31/2015	5	3	0	1	0	1
1/1/2016 to 12/31/2016	45	26	7	2	2	4
1/1/2017 to 2/16/2017	4	2	0	0	0	0

² Pierce County does not use docket codes, so AOC is unable to use the codes to obtain any information about complaints filed in Pierce County.

³ In 2016 the Spokane Monitoring Program processed 26 complaints. This information is not accessible using the complaint form.

⁴ A copy of each order would be needed to determine findings of fact and conclusions of law.

⁵ An order was filed, but without a copy of the order, it was not possible to determine if a hearing was held, a GAL appointed or if the complaint was dismissed.

⁶ Six orders were filed more than 35 days after receipt of the complaint.

Year	Mediation	Court Audit	Financial Audit	Dismissals	Total Diversion Candidates	Total Grievances Needing Investigation	Grievances to Investigate after Diversion
2013	0	0	0	0	0	1	1
2014	2	0	0	3	5	14	9
2015	2	0	2	2	6	20	14
2016	4	3	8	4	19	65	46
2017	1	1	1	0	3	15	15
Total	9	4	11	9	33	115	85

Draft Diversion Documents

Certified Professional Guardianship Board

Date

Party Name

Address

Address

Re: CPG Grievance # _____

Dear **Party Name**,

This letter is to inform you of a new diversion program implemented by the Certified Professional Guardianship Board (CPGB) to resolve selected grievances involving a Certified Professional Guardian. The CPGB has determined your case qualifies to be resolved through this new program.

This diversion program applies to grievances raising the following areas of concern: (1) communication; (2) financial; and (3) court reporting. If a grievance raises concerns in one or more of these areas, the CPGB may choose to resolve the grievance, with the agreement of the parties, through mediation, a financial audit of the guardianship, or an audit of the court record. The CPGB has sole discretion in deciding whether a grievance is appropriate for resolution through the diversion program. Cases involving a guardian with an excessive number of grievances against them and cases where allegations are substantial or pose a potential threat to the well-being of the incapacitated person will not be diverted.

After an initial review of your case, the CPGB determined that a **(type of diversion)** can effectively resolve the concerns raised in this grievance: **(summarize concerns)**. Completion of **(type of diversion)** will serve to fully resolve the grievance, unless the CPGB determines that the guardian has committed malfeasance warranting further investigation or otherwise determines, in its sole discretion, to further investigate. We ask that you agree to resolve this grievance through the diversion program. This case will only enter into the program if both the guardian and the grievant agree to diversion.

We will be in contact with you soon to answer any questions you may have and to discuss the next steps we would like you to take. Enclosed is a copy of the Agreement that we will ask you to sign. Please review the Agreement and raise any questions or concerns you may have.

Thank you for your cooperation in resolving this matter.

Signature line of the assigned investigator.

Agreement to Mediate

This is an agreement between **(CPG Name)**, Certified Professional Guardian (CPG), and **(Grievant Name)**, Grievant, to enter into mediation with the intent of resolving issues related to Grievance **(Grievance #)** filed with the Administrative Office of the Courts (AOC) on **(Date grievance filed)**. The Grievant and CPG will be referred to collectively as “Parties” and individually as “Party” throughout the remainder of this agreement.

The Parties and mediator understand and agree as follows:

1. Purpose of Mediation

Mediation is an agreement-reaching process where the mediator assists the Parties in reaching an agreement in a collaborative, consensual, and informed manner. Parties agree to engage in mediation in good faith and to attempt to reach a solution that respects and considers the views, interests, and perspectives of all individuals engaged in the mediation. Parties further agree to engage in mediation honestly and with respect for all other individuals engaged in the mediation.

2. Scope of Mediation

Parties understand that the scope of the mediation will be limited to concerns and issues relating to the guardianship referenced in the grievance. However, the mediation need not focus solely on the allegations stated in the grievance itself. The mediator has discretion to expand and limit the scope of the mediation in order to assist the Parties in achieving a mutually beneficial outcome.

3. Time and Place of Mediation

Parties agree that mediation will take place on **(Date)** at **(Time)** at **(Location)** in **(City, County, State)**. Parties agree that if they are unable to attend the mediation at this time and at this place, that they will notify the other Party, the mediator, and any other individuals that were scheduled to attend the mediation of their inability to attend at least 24 hours prior to the scheduled start time. If a Party fails to provide notification of absence within 24 hours of the scheduled start time, the Party may be responsible for costs attributed as a result of the absence. The AOC has sole discretion in determining if costs should be imposed for failure to give adequate notice.

4. Mediator

Parties agree to the services of a mediator appointed to them by the AOC. Parties will be notified of the identity of their mediator within **(Number of days)** days of their scheduled mediation date. This notice will include the name, contact information, training, and experience of the mediator.

Within 5 days of receiving notice of the mediator’s identity, either Party may request the AOC to appoint a different mediator. The requesting Party must provide compelling evidence as to why the mediator is not qualified to serve as mediator, or that the mediator has a conflict of interest that will prevent the mediator from being impartial. The AOC reserves full discretion in choosing to replace mediators. Each Party may only ask for a new mediator once.

The mediator shall have no power to decide issues disputed by the Parties and will have no power to bind the Parties to any decision. The mediator shall work on the behalf of each Party equally and will work with and assist both Parties in reaching an outcome that is in line with the purposes of the mediation.

Parties understand that any agreement that is reached during Mediation will be memorialized by the mediator in a Mediation Memorandum of Agreement. Copies of this Agreement will be sent to the Parties and to the AOC.

5. Mediation is Voluntary

Parties understand and agree that they are voluntarily entering into this Agreement to Mediate. Parties also understand that they may withdraw from, or suspend, the mediation at any time and for any reason.

Parties further understand that the mediation may be suspended or terminated if the mediator believes that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that she can no longer effectively perform the role of a facilitator.

6. Confidentiality

Parties understand that the mediation will be strictly confidential. Mediation discussions as well as written and oral communications shall not be admissible in any court proceeding. Only a mediated agreement, signed by the Parties may be admissible in court. Parties agree not to call the mediator to testify concerning the mediation or any of the mediation materials. Parties further understand that the mediator has an ethical responsibility to break confidentiality if she suspects another person may be in danger of harm.

7. Mediation Attendance

The mediation shall be attended by the Parties, the mediator, and by legal counsel for the Parties, if they choose to be represented. Other individuals may only be present at the mediation if the Parties and the mediator consent. The mediator may, in her discretion, request that anyone, other than the Parties and counsel, leave the mediation session if the mediator believes the presence or conduct of the individual is severely hindering the progress of the mediation.

8. Right to Counsel

Parties acknowledge that they have the right to legal representation, and to have legal counsel be present at the mediation, at their own expense.

9. Washington Law Governs

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 Washington state law.

10. Costs of Mediation

Mediator's fees will be paid for by the AOC. Parties will be responsible for all other costs and expenses associated with the mediation including, but not limited to; individual legal representation, travel, accommodations, and preparation for the mediation.

11. Resolution of Complaint

Parties understand and agree that participation in the mediation will serve to resolve Grievance **(Grievance #)** and that upon completion of mediation the grievance will be closed by the AOC. In the event of an impasse, or the suspension or termination of the mediation by the Parties or the mediator; the AOC may, in its sole discretion, choose to investigate and further pursue the grievance.

(Print Name, CPG#)

(Print Name, Grievant)

Date

Date

DRAFT

Agreement to Financial Audit

This is an agreement between **(CPG Name)**, Certified Professional Guardian **(CPG)** and **(Grievant Name)**, Grievant, to permit a financial audit of **(County Name)** County guardianship case number **(Case #)** with the intent of resolving issues related to Grievance **(Grievance #)** filed with the Administrative Office of the Courts (AOC) on **(Date grievance filed)**. The grievant and CPG will be referred to as the “Parties” throughout the remainder of this agreement.

The Parties understand and agree as follows:

1. Purpose of Financial Audit

The purpose of the financial audit will be to determine whether the estate of the guardianship was managed by the guardian in compliance with all laws and standards of practice that govern the management of the guardianship estate. This includes, but is not limited to, the professional guardianship standards of practice, state law related to guardianship and financial management, and any court order or instruction given on how the guardianship estate should be managed. The financial audit will be conducted by a qualified auditor selected by the AOC. The financial auditor will conduct the audit in compliance with all applicable laws and professional standards.

2. Scope of Financial Audit

The AOC reserves the right to determine the specific scope of the financial audit. The AOC will notify the parties in writing of the scope of the financial audit either prior to, or at the time of, presenting this agreement to the parties.

3. Disclosure

Parties will fully and timely comply with any requests for information and documentation made by the AOC in order to provide the auditor with all relevant or necessary information.

4. Report of Audit

At the conclusion of the financial audit, a report of findings shall be made by the financial auditor. This report of findings shall be reported to the AOC and to the Parties. The auditor may redact or omit elements of the report to the Parties that may contain privileged or confidential personal information as relevant law and standards may require.

5. Washington Law Governs

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 Washington state law.

6. Costs of Mediation

The fees and costs associated with the financial audit will be paid for by the AOC. Parties will be responsible for their own costs and fees incurred, if any, in providing the required relevant or necessary documentation to the AOC for audit. The AOC will have the sole discretion in deciding what documentation may be relevant or necessary.

7. Resolution of Complaint

Unless the completion and reporting of the court report brings to light financial mismanagement of the guardianship estate or other wrongdoing, the completion and reporting of the financial audit will serve to resolve Grievance **(Grievance #)** and the grievance will be closed by the AOC. In the event that the financial audit does bring to light financial mismanagement of the guardianship estate or other wrongdoing, the AOC may, in its sole discretion, choose to investigate and further pursue the grievance.

(Print Name, CPG#)

(Print Name, Grievant)

Date

Date

Agreement to Court Report Audit

This is an agreement between **(CPG Name)**, Certified Professional Guardian (CPG), and **(Grievant Name)**, Grievant, to permit a court report audit of **(County Name)** County guardianship case number **(Case #)** with the intent of resolving issues related to Grievance **(Grievance #)** filed with the Administrative Office of the Courts (AOC) on **(Date grievance filed)**. The grievant and CPG will be referred to as the “Parties” throughout the remainder of this agreement.

The Parties understand and agree as follows:

1. Purpose of Court Report Audit

The purpose of the court report audit will be to determine whether the guardian has conducted the court proceedings and reports of the guardianship in compliance with all laws and standards of practice that govern the guardianship. This includes, but is not limited to, report filing requirements, notice requirements, and compliance with court orders. The Parties understand that the court report audit will be conducted by an auditor selected by the AOC.

2. Scope of Court Report Audit

The AOC reserves the right to determine the specific scope of the court report audit. The AOC will notify the parties, in writing, of the scope of the court report audit either prior to, or at the time of, presenting this agreement to the Parties.

3. Disclosure

Parties will fully and timely comply with any requests for information and documentation made by the AOC in order to provide the auditor with all relevant or necessary information.

4. Report of Audit

At the conclusion of the court report audit, a report of findings shall be made by the auditor. This report of findings shall be reported to the AOC and to the Parties. The auditor may redact or omit elements of the report to the Parties that may contain privileged or confidential personal information as relevant law and standards may require.

5. Washington Law Governs

This agreement shall be governed by the laws of the State of Washington, and any question arising under the agreement shall be construed or determined according to Washington state law.

6. Costs of Mediation

The fees associated with the actual court report audit will be paid for by the AOC. Parties will be responsible for their own costs and fees incurred, if any, in providing the required relevant or necessary documentation to the AOC for audit. The AOC will have the sole discretion in deciding what documentation may be relevant or necessary.

7. Resolution of Complaint

Unless the completion and reporting of the court report brings to light multiple or substantial noncompliance issues, the audit will serve to resolve Grievance **(Grievance #)** and the grievance

will be closed by the AOC. In the event the court report audit does bring to light multiple or substantial noncompliance issues with regards to relevant laws, SOPs, or court orders; the AOC may, in its sole, discretion, choose to investigate and further pursue the grievance.

(Print Name, GPG#)

(Print Name, Grievant)

Date

Date

DRAFT

Qualifications of a Mediator for a Grievance Involving the Conduct of a Certified Professional Guardian

1. An individual wishing to serve as a mediator shall have at least an associate's degree, and all of the following:
 - a. Completion of 40 Hour basic mediation training certified or approved by Washington State; and
 - b. Completion of family mediation training certified or approved by Washington State; and
 - c. Completion of elder mediation training certified or approved by Washington State; and
 - d. Attended an introduction to guardianship presentation developed and provided by the Administrative Office of the Courts Guardianship Program; and
 - e. Extensive practical experience in a profession relating to substantial conflict within families.
2. A Mediator shall be psychologically and cognitively able to perform the requirements of the Mediator role; and have no situation, condition, impairment, or disorder that prevents the ethical, responsible and effective exercise of the Mediator role.
3. A Mediator must decline a case, discontinue service and immediately report to the Dispute Resolution Center, the Administrative Office of the Courts and the parties if any disqualifying circumstances as noted above occur, or if he or she no longer meets the minimum qualification.
4. To avoid conflicts of interest, the following individual is prohibited from serving as a Mediator:
 - a. A Certified Professional Guardian.
 - b. A Title 11 Guardian ad litem.
 - c. An attorney who represents a certified professional guardian.
 - d. A current or retired judicial officer who heard guardianship cases.
 - e. Any person who is an interested party in the guardianship case at issue.
 - f. Any person who is related to an interested party in the guardianship case at issue.

**OFFICE OF GUARDIANSHIP AND ELDER SERVICES
MANAGEMENT SERVICES DIVISION
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

SPECIAL AUDITING PROJECT OPPORTUNITY

OVERVIEW

The Office of Guardianship and Elder Services, a section within the Management Services Division of the Washington State Administrative Office of the Courts, is responsible for guardian certification and regulation, the administration of public guardianship services through the Office of Public Guardianship, and the development and provision of lay guardian training. It also provides support to the state's Certified Professional Guardianship Board, the regulatory body for professional guardians, and administers the Working Interdisciplinary Network of Guardianship Stakeholders, a group working to improve the delivery of decisional-support.

GUARDIANSHIPS AND GUARDIAN ACCOUNTINGS: CURRENT ENVIRONMENT

The superior court of each county in Washington State has the statutory power to appoint guardians of the estate of incapacitated persons (RCW 11.88.010(1)). A guardian is someone who acts on behalf of a person whom the court has determined to be unable to make some or all of his or her personal and financial decisions. A guardian may be a relative or friend (called a "lay guardian") or a professional with ongoing training to serve in this capacity.

A guardian of the estate has the duty to report on the financial affairs of an individual in a guardianship with a written verified accounting of property as identified by statute (RCW 11.92.040(2) (a)-(e)). That accounting is reported to the court annually, or up to every three years, at the discretion of the court.

Guardian accountings should be subject to audits to determine if the accountings are a "true and fair" view of the financial performance and position of the assets of an individual in a guardianship. Audits can enhance the court's duty to safeguard the incapacitated person's funds by informing the judge of an accounting's degree of completeness and accuracy before a ruling is made to approve the guardian's actions and illustrate the performance of the guardian in managing the financial affairs of an individual in a guardianship.

GRIEVANCES

The Certified Professional Guardianship Board has the authority to investigate grievances regarding the conduct of a professional guardian.

PROJECT OVERVIEW

This is a pilot project under the leadership of the Office of Guardianship and Elder Services in coordination with the Certified Professional Guardianship Board and the Forensic Accounting Department of _____.

The Project focuses on the accountings that guardians must submit to the court for review and approval. Commonly, neither lay nor professional guardians have expertise in accounting or bookkeeping. Although the accountings are submitted to the courts in advance of the hearing for approval, few courts have the ability to review check registers, bank statements, guardian's bills, and other financial matters in sufficient detail to determine accuracy.

PROJECT PURPOSE AND GOAL

The purpose of the project is to assist the courts in the protection of the funds of individuals in a guardianship and audit accountings in response to a grievance filed against a professional guardian.

AUDIT PROCESS

The Office of Guardianship and Elder Services (Office) will obtain a signed agreement from the certified professional guardian complained about, the grievant and when relevant the individual in a guardianship, consenting to an audit to resolve a complaint. The agreement will include a request for all supporting documentation. The Office will be responsible for the distribution of guardian accountings to the auditor and the submission of reports to the appropriate entities.

During the audit, the auditor may communicate with the Office. The Office will communicate with the guardian or his or her attorney via, letter, email, or telephone. Auditors will review accountings to:

- (1) determine an accurate beginning and ending year balance;
- (2) ensure expenditures are appropriately substantiated;
- (3) confirm that all funds are accounted for;
- (4) determine that recurring expenses, such as rent or medical insurance, are paid in a timely and consistent manner;
- (5) determine that the fees the guardian has paid him or herself complies with the last court order;
- (6) determine that the guardian has disclosed all fees paid to him or her during the prior period; and
- (7) note any discrepancies or concerns.

After the audit, an audit report stating the scope of the audit, the findings, and recommendations will be issued to the guardian, the grievant, the individual in a

guardianship, the Certified Professional Guardianship Board and the court. This will be a public document available for disclosure upon request.

ANTICIPATED BENEFITS OF THE PROJECT

This is a partnership that is intended to benefit an individual in a guardianship, his or her family and friends, the courts and the Certified Professional Guardianship Board in knowing how the funds of an individual in a guardianship are being managed. This also helps accounting students gain hands-on experience in the field of accounting.

PROJECT DURATION

The project duration is determined by the final number of audits conducted. The project may be renewed by agreement with the Office of Guardianship and Elder Services.

For More Information Contact:

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