Filed with CPG Board 11-4-
L. Anderson
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CERTIFIED PROFESSIONAL GUARDIAN BOARD

IN RE Dale R. Frederickson, CPG No. 5184 and Guardianship Services of Eastern Washington, CPG Agency No. 5136.	PGB No. 2003-011 SETTLEMENT AGREEMENT REGARDING DISCIPLINE

SETTLEMENT AGREEMENT

The parties, Mr. Dale R. Frederickson, CPG #5184 and Guardianship Services of Eastern Washington (GSEW), CPG Agency #5136, and the Certified Professional Guardian Board (Board) have entered into this Agreement pursuant to the Disciplinary Regulations for Certified Professional Guardians. It is alleged by the Board that Mr. Frederickson and GSEW committed violations of the Standards of Practice for Certified Professional Guardians. This Agreement is intended as a settlement of the disciplinary proceeding commenced by the Board against Mr. Frederickson and GSEW as a result of these allegations. The Agreement is based on the

documentary evidence produced by Mr. Frederickson, GSEW and the Spokane County Superior Court and reviewed by the Board's disciplinary Review Panel, and the statements of Mr. Dale R. Frederickson and Mrs. Nancy A. Frederickson in their meeting with the Review Panel on or about February 9, 2004. This Agreement shall become effective after Mr. Frederickson and GSEW have signed the Agreement and the Board has approved it.

I. OBLIGATIONS OF MR. FREDERICKSON AND GUARDIANSHIP SERVICES OF EASTERN WASHINGTON

A. Guardianship Services of Eastern Washington, a nonprofit corporation, shall no longer represent itself *in pro se* in guardianship cases. The agency will be represented by legal counsel on all pleadings filed with the court and at all court proceedings.

B. In-house training of GSEW staff will be conducted by presenters who are not employees of GSEW.

C. Mr. Frederickson shall enroll in and complete the initial training for guardians to be conducted on June 10 and 11, 2004, in Seattle, Washington, by the King County Bar Association. In addition, Mr. Frederickson shall also complete the mandatory hours of continuing education for 2004 required by the Continuing Education Regulations for certified professional guardians.

D GSEW and Mr. Frederickson shall not accept appointment on any guardianship cases filed outside of Spokane County.

E. GSEW shall maintain monthly time records for all clients, including Medicaid clients. All accountings and reports submitted by GSEW to the court shall include time records when guardianship fees are requested by the agency or are otherwise at issue

F. Guardianship Services of Eastern Washington shall no longer be managed by Mr. Dale R. Frederickson. GSEW shall retain a certified professional guardian to manage the agency. The manager shall not be related by blood or marriage to Mr. Frederickson or Mrs. Nancy A. Frederickson. GSEW shall submit the name of the prospective agency manager, and a resume setting forth the qualifications of the prospective agency manager, to the Board for approval. Mr. Frederickson may not be designated as one of the two professional guardians that GSEW is required to designate pursuant to GR 23(d)(2)(ii). By July 1, 2004, GSEW shall submit documentation to the Board designating a replacement professional guardian for Mr. Frederickson, in minutes or a resolution from its Board of Directors.

G. On a monthly basis, GSEW shall provide a master list of its guardianship cases, with the current status of each case, to ~~the Spokane County Superior Court Guardianship Monitoring Program and~~ DL 11-1-04 FRA 11-4-04 per Board approval at May 2004 meeting GSEW's new manager retained pursuant to Paragraph II.F. of this Agreement. The list shall include the date that accountings, reports and plans are due to the court, the date said documents are actually filed with the court and the date they are approved by the court. The master list of cases shall include the date on which the list was prepared.

H. GSEW shall advise the Board of any delinquencies in reporting to the court in any guardianship matters. GSEW shall report the delinquency in writing within five calendar days of the due date of the delinquent item.

I. The new managing guardian for GSEW shall file a written report with the Board by July 1, 2004, reporting upon the status of the caseload of the agency, including information on whether the agency is current in its obligations on all of its cases, and a description of the new organizational structure of the agency. The agency's manager shall file a second written report with the Board by December 31, 2004, reporting on the same issues.

J. The agency shall pay the Board's costs for this investigation (for telephone calls, transportation and photocopying) in an amount not to exceed $250, within 30 days of presentation of a cost bill by the Board.

K. The restrictions on the practice of Mr. Frederickson and GSEW, as set forth in this Agreement, shall remain in effect unless modified by the Board at a later date.

II. OBLIGATIONS OF THE CERTIFIED PROFESSIONAL GUARDIAN BOARD

A. This Agreement shall become part of the disciplinary file of Mr. Frederickson and GSEW and shall be open to public access.

B. This Agreement is binding as a statement of all known facts relating to the conduct of Mr. Frederickson and GSEW in this matter, but any additional existing acts may be proven in any subsequent disciplinary proceedings.

III. BREACH OF AGREEMENT

A. Breach of this Agreement by Mr. Frederickson or GSEW may constitute grounds for discipline. In the event of an alleged breach of this Agreement, the Board shall provide notice to Mr. Frederickson and GSEW of the substance of the breach, and Mr. Frederickson and GSEW 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 for violation of the Agreement.

B. If the Board determines from the reports set forth in Paragraph II.I., or from any other source, that there is reasonable cause to believe that the guardianship practices of Mr. Frederickson or GSEW may not meet the Standards of Practice for Certified Professional

Guardians, than the Board, at its option, may pursue a new disciplinary action based on that conduct.

IV. 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.

IV. 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.

V. NO PRIOR DISCIPLINE

Mr. Frederickson and GSEW have no prior record of discipline with the Board.

VI. 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.

VII. REPRESENTATION BY COUNSEL

Mr. Frederickson and GSEW acknowledge that they have the right to counsel, at their own expense, to represent them in every stage of this disciplinary proceeding. They further acknowledge that they have been advised to seek legal advice and counsel in this matter, and they have either obtained such advice or have chosen not to obtain legal advice in this matter.

The undersigned hereby acknowledge that they have read, understand and agree to the terms of this Agreement, and that they have the authority to sign this Agreement on behalf of the indicated parties.

11-1-04

Dale R. Frederickson, CPG #5184 DATE
Individually and as President of Guardianship Services of Eastern Washington,
CPG Agency # 5136

APPROVED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD THIS

12 DAY OF July **, 2004**

Judge Vicki L. Hogan
Chair, Certified Professional Guardian Board