CERTIFIED PROFESSIONAL GUARDIAN BOARD

In The Matter Of: **Sound Senior Assistance, Inc., CPGA No. 10504 and Madeleine B. Hudson, CPG No. 5196**	**CPGB NO. 2009-006**

On August 8, 2011, the Certified Professional Guardian Board closed this matter based on the guardian compliance with the requirements of the Agreement Regarding Discipline, dated November 7, 2010 in which the guardian agreed to be audited on all of her cases for the timeliness of filing certain reports, to provide the Standards of Practice Committee with information about her unified tracking system, and agreed to pay costs to the Board of $400.

The guardian paid the Board's costs within 30 days of signing the Agreement. The guardian provided information about the agency's case tracking system at that time and at the time of the audit. The Standards of Practice Committee reviewed the information and determined that the tracking system was working. The audit of the agency's 24 cases showed no instances of non-compliance with filing deadlines for the period from the date of the Agreement to the present.

CERTIFIED PROFESSIONAL GUARDIAN BOARD

SOUND SENIOR ASSISTANCE, INC., CPGA No. 10504 and MADELEINE B. HUDSON, CPG No. 5196	)	**CPGB No. 2009-006** **AGREEMENT REGARDING DISCIPLINE AND STIPULATED FINDINGS** ***Disciplinary Regulation 514***

The parties, Sound Senior Assistance, Inc. (Sound Senior Assistance) CPGA No. 10504, a certified professional guardian agency, and Madeleine B. Hudson (Ms. Hudson) CPG No. 5196, 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. Sound Senior Assistance and Ms. Hudson have committed violations of the Standards of Practice for Certified Professional Guardians, resulting in this disciplinary proceeding before the Board. This Agreement is a resolution of this disciplinary proceeding and shall become effective after all parties have signed the Agreement. The Agreement will be a part of the professional guardian records of Sound Senior Assistance and Ms. Hudson and will be a public record and subject to public access.

1. JURISDICTION

1.1 At all times relevant herein, Ms. Hudson was a certified professional guardian (CPG) pursuant to General Rule (GR) 23, CPG No. 5196. Ms. Hudson is the president and one of the designated certified professional guardians of Sound Senior.

ORIGINAL

1.2 At all times relevant herein, Sound Senior Assistance was a certified professional guardian agency (CPGA) pursuant to General Rule (GR) 23, CPGA No. 10504.[1]

2. STATEMENT OF FACTS

2.1 On or about April 15, 2009, a grievance was opened based on allegations regarding Snohomish County Case #08-4-00620-0. A review of the court file showed that reports in the case were not filed within statutory deadlines. Pursuant to RCW 11.92.040(1) and 11.92.043(1), the inventory and personal care plan were due within 90 days of Ms. Hudson's appointment on August 14, 2008, but were not filed until May 7, 2009, approximately 5 ½ months late. Pursuant to RCW 11.92.043(3), the notice of a substantial change in circumstances was due within 30 days of the incapacitated person's death on February 15, 2009, but was not filed until May 7, 2009, approximately 1 ½ months late. Pursuant to RCW 11.92.053, the petition to settle the estate was due within 90 days of the incapacitated person's death, but was not filed on October 5, 2009, approximately 4 ½ months late.

2.2 On or about August 3, 2009, Sound Senior Assistance and Ms. Hudson were selected to have their cases audited as part of Disciplinary Regulation 520. The results of the audit showed non-compliance with filing requirements in the following four cases:

2.2.1 Snohomish County Case #08-4-01545-4, the Personal Care Plan and Inventory were due May 5, 2009 and were filed September 30, 2009, approximately 5 months late.

2.2.2 Snohomish County Case #91-4-00561-9, the annual report was due January 31, 2009 and was filed October 5, 2009, approximately 8 months late.

2.2.3 Snohomish County #08-4-01584-5, the Personal Care Plan and Inventory were due July 3, 2009 and were filed September 29, 2009, approximately 3 months late.

2.2.4 Snohomish County #06-4-01018-9 Snohomish County, the Letters of Guardianship expired on September 30, 2008. The incapacitated person died on April 30, 2008 and the petition to settle the estate was filed on October 5, 2009, more than 1 year late.

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[1] Sound Senior Assistance has a second designated CPG, but there are no corporate minutes or resolutions that document her status and the Board has decided not to include her in this Agreement.

2.3 Ms. Hudson and Sound Senior Assistance were offered multiple opportunities to provide an explanation for the late filings and did not provide an explanation.

3. VIOLATIONS OF THE STANDARDS OF PRACTICE

3.1 Based on the facts set forth in paragraphs 2.1 through 2.2, Sound Senior Assistance and Ms. Hudson's conduct constitutes grounds for discipline pursuant to 401.1 and 401.3, which provides in pertinent part:

> **SOP 401.1** The guardian shall at all times be thoroughly familiar with RCW 11.88, RCW 11.92, GR 23, these standards, and any other regulations or statutes which govern the conduct of the guardian in the management of affairs of an incapacitated person.
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> **SOP 401.3** The guardian shall provide reports and accountings that are timely, complete, accurate, understandable, and in a form acceptable to the court.

3.2 Based on the facts and violations set forth above, Sound Senior Assistance and Ms. Hudson's conduct constitutes grounds for discipline pursuant to General Rule (GR) 23(c)(2)(viii) and Disciplinary Regulation (DR) 503, which provide in pertinent part:

> **GR 23 Rule for Certifying Professional Guardians – Certified Professional Guardian Board**
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> . . .
>
> (2) Duties and Powers.
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> . . .
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> (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.
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> **DR 503** A professional guardian may be subject to disciplinary action for any of the following:
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> **DR 503.1** Violation of or noncompliance with applicable statutes, court orders, court rules, or other authority.
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> **DR 508.2** Upon request, the professional guardian shall provide the following within the time specified: **508.2.1** Documents....**508.2.2** A full and complete explanation covering the matters contained in the grievance.

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. Multiple offenses, substantial experience as a guardian, lack of explanation regarding reasons for the late filings.

4.2 Mitigating Factors. Absence of dishonesty, absence of prior disciplinary record, timely effort to rectify late filings or missed filings.

5. PRIOR RECORD OF DISCIPLINE

Sound Senior Assistance and Ms. Hudson have no prior records of discipline with the Board.

6. DISCIPLINARY SANCTIONS AND REMEDIES

The Board imposes the following disciplinary sanctions and remedies on Ms. Hudson and Sound Senior Assistance 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 Letter of admonishment. The Board hereby imposes a letter of admonishment on Sound Senior Assistance and Ms. Hudson. This Agreement constitutes the letter of admonishment and shall be placed in the Board's disciplinary files for Sound Senior Assistance and Ms. Hudson.

6.2 Audit. All of Sound Senior Assistance and Ms. Hudson's cases will be audited six months after the adoption of this Agreement to ensure compliance with filing deadlines for the following reports/petitions: Inventory, Personal Care Plan, Petition re Disbursements, Bond, Annual Report, Petition re Settlement of Estate. If Sound Senior Assistance and Ms. Hudson are

in not in compliance on all cases, the Board may require another audit within a year after this Agreement is adopted.

6.3 Case Tracking System. Sound Senior Assistance and Ms. Hudson shall create and implement a unified tracking system for all guardianships which will prevent any future missed or late filings of reports as well as providing better case management. Sound Senior Assistance and Ms. Hudson will demonstrate to the SOPC that the tracking system has been created and is adequate.

6.4 Costs. Sound Senior Assistance and Ms. Hudson shall pay the Board $400.00 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. Failure to comply includes, but is not limited to, failing to create a case management system and failing to file timely reports.

7.2 In the event of an alleged breach of this Agreement, the Board will issue a Complaint pursuant to its Disciplinary Regulations, providing notice and an opportunity for a hearing to the certified professional guardian agency and to the certified professional guardian(s) alleged to be in breach of the ARD. If the Board finds that Suspension Pending Disciplinary Proceedings is warranted, it may proceed pursuant to Disciplinary Regulation 519.

7.3 This Agreement is binding as a statement of all known facts relating to the conduct of Sound Senior Assistance and Ms. Hudson but any additional existing acts may be proven in any subsequent disciplinary proceedings.

8. NOTICE

This Agreement shall be retained by the AOC in Sound Senior Assistance and Ms. Hudson's disciplinary file. 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

Sound Senior Assistance and Ms. Hudson acknowledge that each has the right to individual counsel for representation in this disciplinary matter, at their own expense, as set forth in Disciplinary Regulation 509.1.

13. PRESENTATION OF AGREEMENT TO THE BOARD

Sound Senior Assistance and Ms. Hudson understand that this Agreement is not binding unless and until it is approved and signed by the Board. If the Board rejects this Agreement, Sound Senior Assistance and Ms. Hudson 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:

_____ 10/26/10
Madeleine Hudson, Date
Individually and as Designated CPG of Sound Senior Assistance, Inc.

_____ _____
Date

Attorney for
WSBA #_____

APPROVED AND ORDERED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD THIS

7 DAY OF November **, 2010.**

_____
Honorable Chris Wickham
Chair, Certified Professional Guardian Board