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CERTIFIED PROFESSIONAL GUARDIAN BOARD

IN THE MATTER OF:	PGB NO. 2004-013
SHEILA R. BRASHEAR, CPG NO. 4729, SHERRY L. WAMBA, CPG NO. 5315, and CHARGE D'AFFAIRES GUARDIAN ASSOCIATES, INC., CPG AGENCY NO. 5129, Respondents.	DISCIPLINARY SETTLEMENT AGREEMENT

The parties, Sheila Rae Brashear (Ms. Brashear) and Sherry L. Wamba (Ms. Wamba), certified professional guardians, and Chargé d' Affaires Guardian Associates, Inc. (Chargé d' Affaires), a certified professional guardian agency, and the Certified Professional Guardian Board (Board) hereby enter into this Disciplinary Settlement Agreement (Agreement) pursuant to Disciplinary Regulation (DR) 506 for Certified Professional Guardians. It has been alleged by the Board that Ms. Brashear, Ms. Wamba and Chargé d' Affaires committed violations of the Standards of Practice for Certified Professional Guardians. This Agreement is intended to be a resolution of those allegations and shall become effective after all parties have affixed

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their signatures and the Agreement has been approved by the Board. The Agreement shall become part of the permanent licensing record of Ms. Brashear and Chargé d' Affaires.

I. PROCEDURAL BACKGROUND

On or about November 9, 2004, a written complaint was filed with the Board alleging misconduct by Chargé d' Affaires in the case of *Guardianship of* J . Pursuant to the Disciplinary Regulations, the complaint was reviewed by the Board's Standards of Practice Committee (SOPC). The SOPC recommended that the Chair of the Board appoint a Review Panel to investigate this matter, pursuant to DR 506. The Chair of the Board appointed a Review Panel to investigate the allegations in the complaint. Ms. Brashear met with the review panel on September 12, 2005, and provided a written response the following day. After its investigation into the facts of the complaint, the Review Panel recommended that the Board enter into a Disciplinary Settlement Agreement with Chargé d' Affaires and Ms. Brashear to resolve the complaint. The parties were unable to reach a settlement agreement at that time.

In August 2006, the Review Panel filed a Formal Complaint against Respondents Sheila Brashear, Sherry Wamba and Chargé d' Affaires. The Respondents, through counsel, subsequently filed an Answer and a Revised Answer to the Formal Complaint.

II. FACTUAL BACKGROUND

A. Chargé d' Affaires was appointed by the Snohomish County Superior Court as the guardian in the *Guardianship of* J , effective November 13, 2003. Ms. Sheila Brashear is a certified professional guardian for the Chargé d' Affaires Certified Professional Guardian Agency, and she is one of the certified professional guardians responsible for management of the agency. Ms. Brashear was the professional guardian for Chargé d' Affaires who had the primary responsibility for the management and care of J , who was an incapacitated person.

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B. Following ~~an evidentiary~~ a hearing and over the objection of Chargé d' Affaires, the court removed Chargé d' Affaires as J 's guardian, effective February 2, 2005.

C. Chargé d' Affaires was nine months delinquent in filing with the superior court the initial personal care plan for the incapacitated person and the initial verified inventory of the estate of the incapacitated person, which are required by statute in guardianship cases. The initial inventory was filed on or about November 18, 2004, and the initial personal care plan was filed on or about December 9, 2004.

D. Chargé d' Affaires placed J in a residential care facility in Pierce County. None of the Chargé d' Affaires employees visited J for an eight (8) month period after he was placed at the facility in Pierce County.

E. Standards of Practice Regulation (SOP) 401.1 states that "[t]he 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." Pursuant to RCW 11.92.040 and RCW 11.92.043, within three months after appointment, the guardian must file a verified inventory of all the property of the incapacitated person and a personal care plan for the incapacitated person.

F. SOP 401.3 states that "[t]he guardian shall provide reports and accountings that are timely, complete, accurate, understandable, and in a form acceptable to the court."

G. SOP 401.7 states that "[w]henever feasible, a guardian shall consult with the incapacitated person, and shall treat with respect the feelings, values, and opinions of the incapacitated person. Whenever possible, the guardian shall acknowledge the residual capacity of the incapacitated person to participate in or make some decisions."

H. SOP 401.12 states that "[w]hen possible, the guardian will defer to an incapacitated person's autonomous capacity to make decisions."

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I. SOP 401.15 states that "[g]uardians . . . shall have meaningful in-person contact with their clients as needed and shall maintain telephone contact with care providers, medical staff, and others who manage aspects of care as needed and appropriate. Meaningful in-person contact shall provide the opportunity to observe the incapacitated person's circumstances and interactions with care givers."

J. SOP 404.8 states that "[t]he guardian shall regularly monitor the incapacitated person's residential placement to ensure appropriateness and that such placement is the least restrictive alternative."

K. The failure of Respondents Brashear and Chargé d' Affaires to file the personal care plan and the inventory of the estate in a timely manner was a violation of SOP 401.1, 401.3, RCW 11.92.040 and RCW 11.92.043. The failure of Respondents Brashear and Chargé d' Affaires to visit J in-person for an eight-month period was a violation of SOP 401.7, 401.12, 401.15 and 404.8.

III. PRIOR RECORD OF DISCIPLINE

A. Ms. Brashear and Chargé d' Affaires have a prior record of discipline with the Board. On or about October 21, 2004, a Disciplinary Agreement in Board Case No. PGB 2003-009 was filed with the Board. In that Agreement, the Board imposed a Letter of Admonition on Ms. Brashear and Chargé d' Affaires.

B. Ms. Wamba does not have any prior record of discipline with the Board.

IV. DISCIPLINARY SANCTIONS

A. The Board imposes the following disciplinary sanctions on Ms. Brashear and Chargé d' Affaires for the conduct described in this agreement:

1. Letter of Reprimand. Ms. Brashear and Chargé d' Affaires shall receive a letter of reprimand, as provided in DR 514.2.3.

2. Monitoring. Ms. Brashear and Chargé d' Affaires shall be subject to monitoring of cases on which Ms. Brashear or Chargé d' Affaires is the court-appointed

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guardian to determine whether the guardian is meeting its duties to its clients pursuant to statute, court order and the Standards of Practice for Certified Professional Guardians. The monitor shall be a mutually agreed upon certified professional guardian who shall be appointed by the Board. Monitoring shall commence upon appointment of the monitor by the Board and shall be completed no later than three (3) months following commencement. During the period of monitoring, the monitor shall review forty (40) cases, from 11/04 onward to be selected by the monitor at random, on which Ms. Brashear or Chargé d' Affaires is the court-appointed guardian. The monitor shall review the following items in the selected cases:

a) The filing dates of all reports and inventories filed by the guardian with the court, or required to be filed by the guardian, to determine whether the documents have been filed within the time period required by statute and/or court order.

b) The frequency of visits by the guardian with the client and the frequency of other contacts between the guardian and the client and others on the client's behalf.

c) The billing record for the previous 30-day period for each file selected.

d) Verification of account blockage.

At the conclusion of the review and monitoring period, the monitor shall file a written report with the Board that reflects the monitor's findings and conclusions relating the files reviewed and the guardian's compliance with the items set forth above.

The fees and costs of the monitor shall be paid by Ms. Brashear and Chargé d' Affaires within thirty (30) days following presentation by the monitor of the monitor's bill. The fees and costs shall not exceed four thousand dollars ($4,000.00).

3. **Costs.** Ms. Brashear and Chargé d' Affaires shall be jointly responsible for the payment of the investigative costs of the Board in this matter, in the amount of $803.13. Such costs shall be paid within 60 days of the date this Agreement is approved by the Board.

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B. The Board hereby withdraws any and all allegations of misconduct relating to Ms. Wamba set forth in the Formal Complaint dated August 7, 2006.

V. VIOLATION OF AGREEMENT

Failure to comply with the terms of this Agreement may constitute additional grounds for discipline pursuant to DR 513.4. In the event of an alleged breach of this Agreement, the Board shall provide notice of the substance of the breach, and the respondent shall have thirty (30) days to respond to the allegations of breach.

VI. ENTIRE AGREEMENT

This Agreement comprises the entire agreement of the parties with respect to the matters covered herein, and any other agreement, statement, or promise made by any party that is not included herein shall not be binding or valid. This Agreement may be modified or amended only by written amendment signed by all parties.

VII. SEVERABILITY

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

VIII. 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 may be subject to public disclosure or release, along with the Board's investigative files in this matter.

IX. RIGHT TO COUNSEL

Ms. Brashear, Ms. Wamba and Chargé d' Affaires acknowledge that each has the right to individual counsel to represent each one separately in this disciplinary matter at their own expense, as set forth in DR 508. Each party acknowledges that each has consulted with counsel, or has had the opportunity to do so.

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X. AGREEMENT SUBJECT TO BOARD'S APPROVAL

The parties understand that this Agreement is subject to approval by the Board.

Sheila Brashear — 1-31-08

Sheila Rae Brashear, Certified Professional Guardian, Individually and as President of Chargé d' Affaires Guardian Associates, Inc. — DATE

Sherry Wamba — 1-31-08

Sherry L. Wamba, Certified Professional Guardian, Individually — DATE

APPROVED AND ORDERED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD THIS

11 DAY OF FEBRUARY, 2008.

Marywave Van Deren

Judge Marywave Van Deren
Chair, Certified Professional Guardian Board

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