

CERTIFIED PROFESSIONAL GUARDIAN BOARD

Steven H. Broom, CPG No. 10300

CPGB No. 2011-014

Respondent

**AGREEMENT REGARDING DISCIPLINE
AND STIPULATED FINDINGS**

Disciplinary Regulation 514

The parties, Steven H. Broom CPG No. 10300 (Mr. Broom) a certified professional guardian 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. Mr. Broom has 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 record of Mr. Broom and will be a public record and subject to public access.

1. JURISDICTION

1.1 At all times relevant herein, Mr. Broom was a certified professional guardian (CPG) pursuant to General Rule (GR) 23, CPG No. 10300. Mr. Broom was certified in January 2005.

1.2 The Certified Professional Guardian Board is responsible for reviewing any allegation that a certified professional guardian or certified professional guardian agency has violated an applicable statute, fiduciary duty, standard of practice, rule, or regulation. Pursuant to its Disciplinary Regulations, the Board may impose discipline, sanctions, costs and other remedies upon a finding of violation, or may recommend that the Washington Supreme Court impose discipline, sanctions and costs, when the recommendation is for suspension or decertification of the certified professional guardian or agency.

2. STATEMENT OF FACTS

Guardianship of PW, Cowlitz County Superior Court Case No. 07-4-00190-3

2.1 On or about March 23, 2011, the Board opened a grievance, CPGB 2011-014, based on the allegations that the guardian failed to provide an accurate accounting and inventory, was negligent regarding end of life decisions made on behalf of the incapacitated person, improperly revised the Physician's Order of Life Sustaining Treatment (POLST) form, failed to appropriately include family members in important decisions and communicate effectively, and failed to provide notice when required to family. The Board's investigation of these allegations uncovered the following facts:

2.2 November 19, 2007 Mr. Broom was appointed full guardian of the person and estate.

2.3 December 30, 2009 Mr. Broom received a letter from the assisted living facility where the incapacitated person lived in which the facility administrator communicated that the incapacitated person's mental and cognitive function had deteriorated to such an extent that the facility could no longer provide the appropriate level of care.

2.4 January 18, 2010 Mr. Broom mailed a letter to family members of the incapacitated person informing them that due to the incapacitated person's need for a higher level of care he would be moving her to a facility approximately 50 miles away.

2.5 January 29, 2010 family members of the incapacitated person called Mr. Broom's office to speak with him about his plan to move the incapacitated person 50 miles away. Mr. Broom was on vacation, but his assistant spoke with the family. After a heated conversation where family members expressed strong objection to the move, and Mr. Broom's assistant defended the move, the assistant ended the call.

2.6 February 2, 2010 the attorney for family members of the incapacitated person called Mr. Broom's office. Mr. Broom was on vacation, but his assistant spoke with the attorney and a guardian ad litem regarding the decision to move the incapacitated person. The decision to move the incapacitated person was not changed.

2.7 February 4, 2010 family members of the incapacitated person called Mr. Broom's office requesting a meeting to discuss the move.

2.8 On or about February 4, 2010 at the request of family members of the incapacitated person, the administrator of a nursing facility located in the same town as the family and the current location of the incapacitated person called Mr. Broom's office to inform him of the facilities interest in having the incapacitated person moved to their

facility. Mr. Broom's assistant informed the administrator that Mr. Broom had chosen the facility 50 miles away and as a courtesy to family he informed them of his selection.

2.9 February 5, 2010 at the request of family members of the incapacitated person an administrator of another nursing home located in the same town as the family and the current location of the incapacitated person interviewed the incapacitated person and then went to Mr. Broom's office to discuss moving the incapacitated person to his facility. Mr. Broom was not available, but Mr. Broom's assistant informed the administrator that Mr. Broom would not consider moving the incapacitated to any facility other than the one he had selected.

2.10 February 8, 2010 family members of the incapacitated person called Mr. Broom's office to discuss moving the incapacitated person. Mr. Broom was not available and Mr. Broom's assistant informed the family that they had no input into placement of the incapacitated person.

2.11 February 9, 2010 the attorney of family members of the incapacitated person spoke with Mr. Broom by phone and asked Mr. Broom to reconsider the move. Mr. Broom refused. The attorney asked Mr. Broom to allow the court to address the issue. Mr. Broom's response is in dispute. The attorney faxed an incomplete and unsigned Motion to Show Cause to Mr. Broom's office. After receiving the Motion, Mr. Broom did not contact the attorney or in any way acknowledge receipt of the Motion. Mr. Broom's response is in dispute.

2.12 February 9, 2010 after several unanswered calls to the incapacitated person, a family member went to the facility where the incapacitated person lived and found Mr. Broom's assistant readying the incapacitated person's personal items for the move.

After a heated exchange with the administrator of the facility, the police were called and family members were escorted off the property.

2.13 February 10, 2010 the attorney of family members of the incapacitated person called Mr. Broom and asked why Mr. Broom wasn't in court for the Show Cause Hearing. Mr. Broom was in transit with the incapacitated person to the facility 50 miles away.

2.14 February 12, 2010 Mr. Broom filed a Petition for an Order of Protection in the county where the new facility was located against the incapacitated person's family to restrict contact with the incapacitated person. He also filed a Petition for an Order of Protection in the county where he lived against the incapacitated person's family to restrict their contact with him.

2.15 February 25, 2010 the court dismissed the Petition for Order of Protection to restrict contact between the incapacitated person and family.

2.16 February 26, 2010 at Mr. Broom's request, the court dismissed the Petition for Order of Protection to restrict the incapacitated person's family from contacting him.

2.17 Family members state that prior to the move they were involved with the incapacitated person. They visited and took her for outings to get her hair done and to shop. Personnel at the assisted living facility confirm the family's involvement.

2.18 Family members and their attorney communicated to Mr. Broom that moving the incapacitated person 50 miles ways would diminish opportunities for family interaction.

2.19 Guardians shall at all times be under the general direction and control of the court making the appointment. The guardian may, at any time, petition the court for

specific relief or instructions regarding issues which may arise in the course of the guardianship.

3. VIOLATIONS OF THE STANDARDS OF PRACTICE

3.1 Based on the facts set forth in paragraphs 2.2 to 2.18 Mr. Broom's conduct constitutes grounds for discipline pursuant to the standards of practice listed below, 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. When a question exists between the standards and a statute, timely direction shall be sought from the court. If a guardian is aware of a court order of the court in a specific case which may lead to a conflict with these regulations, the guardian shall disclose this to the court.

SOP 401.7 Whenever feasible a guardian shall consult with the incapacitated person, and shall treat with respect, the feelings, values, and opinions of the incapacitated person. Wherever possible, the guardian shall acknowledge the residual capacity of the incapacitated person to participate in or make some decisions.

SOP 401.9 The guardian shall cooperate with and carefully consider the views and opinions of professionals, relatives, and friends who are knowledgeable about the incapacitated person.

SOP 404.2 The guardian shall take reasonable measures to effectuate the incapacitated person's residential preferences.

SOP 404.4 The guardian shall not remove the incapacitated person from his or her home or separate the incapacitated person from family and friends unless such removal is necessary to prevent significant harm or because of financial constraints. The guardian shall make reasonable efforts to ensure the incapacitated person resides at the incapacitated person's home or in a community setting.

SOP 404.5 The guardian shall, to the extent possible, select residential placements which enhance the quality of life of the incapacitated person, provide the opportunity to maximize the independence of the incapacitated person, and provide for physical comfort and safety.

SOP 404.6 A relocation should include consultation with professionals actively involved in the care of the incapacitated person, the incapacitated person, objective

third parties and, whenever possible, appropriately involved family and friends of the incapacitated person.

SOP 404.7 The guardian shall, as necessary, thoroughly research and evaluate the incapacitated person's residential alternatives.

3.2 Based on the facts and violations set forth above, Mr. Broom'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

...
(2) Duties and Powers.

...
(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.

DR 503 A professional guardian may be subject to disciplinary action for any of the following:

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.

None

4.2 Mitigating Factors.

Mr. Broom has no prior record of discipline with the Board.

5. PRIOR RECORD OF DISCIPLINE

Mr. Broom has no prior record of discipline with the Board.

6. DISCIPLINARY SANCTIONS AND REMEDIES

The Board imposes the following disciplinary sanctions and remedies on Mr. Broom for the conduct described in this Agreement. Pursuant to DR 515.1, any disciplinary sanction or remedy imposed by the Board on a certified professional guardian is a disciplinary sanction.

6.1 Letter of admonishment. The Board hereby imposes a letter of admonishment on Mr. Broom. This Agreement constitutes the letter of admonishment and shall be placed in the Board's disciplinary files for Mr. Broom.

7. COSTS

7.1 Reimbursement. Respondents shall reimburse the Board \$700.00 for staff time used to-date. If staff is required to expend additional time, the reimbursement amount will increase accordingly.

8. VIOLATION OF AGREEMENT

8.1 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, failure to appropriately involve family and friends in decisions regarding the incapacitated person, failure to follow proper procedures when moving an incapacitated person, and failure to seek directions from the court when appropriate.

8.2 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.

8.3 This Agreement is binding as a statement of all known facts relating to the conduct of Mr. Broom but any additional existing acts may be proven in any subsequent disciplinary proceedings.

9. NOTICE

This Agreement shall be retained by the Administrative Office of the Courts in Mr. Broom'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.

10. 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.

11. 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.

12. 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.

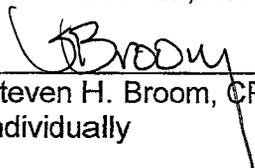
13. RIGHT TO COUNSEL

Mr. Broom acknowledges that each has the right to individual counsel for representation in this disciplinary matter, at her expense, as set forth in Disciplinary Regulation 509.1.

14. PRESENTATION OF AGREEMENT TO THE BOARD

Mr. Broom understands that this Agreement is not binding unless and until it is approved and signed by the Board. If the Board rejects this Agreement, Mr. Broom waives any objection to the participation in the final determination of this matter of any Board member who heard the Agreement presentation. The Standard of Practice Committee reserves the right to withdraw this offer of settlement at any time prior to the presentation to the Board.

COPY RECEIVED, NOTICE OF PRESENTATION WAIVED:



Steven H. Broom, CPG No. 10300
Individually

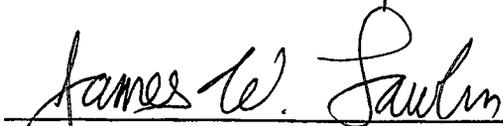
7 May 2012
Date

Attorney for
WSBA # _____

Date

APPROVED AND ORDERED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD THIS

16 DAY OF May, 2012



Honorable James W. Lawler
Chair, Certified Professional Guardian Board