

Meeting Minutes

Certified Professional Guardianship Board

Monday, May 14, 2018

Teleconference

8:00 am – 9:00 am

DRAFT Meeting Minutes

Members Present

Judge James Lawler, Chair
Commissioner Rachelle Anderson
Ms. Rosslyn Bethmann
Dr. Barbara Cochrane
Ms. Annette Cook
Judge Gayle Harthcock
Mr. William Jaback
Ms. Victoria Kesala
Commissioner Diana Kiesel
Dr. K. Penney Sanders
Ms. Barbara West
Ms. Amanda Witthauer

Members Absent

Mr. Jerald Fireman

Staff

Ms. Stacey Johnson
Ms. Kathy Bowman
Ms. Carla Montejo
Ms. Kim Rood
Ms. Eileen Schock

Online Guests – see list on last page.

1. Meeting Called to Order

Judge James Lawler called the May 14, 2018 teleconference meeting to order at 8:02 am.

2. Welcome, Roll Call and Approval of Minutes

The Minutes of the April 23, 2018 meeting were presented for approval. It was noted that Dr. Cochrane was not present at the meeting. A motion was made and seconded to approve the minutes as corrected. Dr. Cochrane and Ms. Witthauer abstained. The motion passed.

Members of the Board asked for information regarding Board member Jerry Fireman, who was recently involved in an accident. Mr. Fireman is expected to be absent from the Board for an indeterminate length of time as he recovers. Judge Lawler said he will wait before deciding whether it is necessary to replace Mr. Fireman on the Board.

3. DSHS Updated Information regarding Certified Professional Guardian payments

Staff provided an update on anticipated changes to DSHS fees, and the amount awarded to CPGs of Medicaid recipients living in a residential facility. The monthly amount payable to CPGs has been increased from \$175 to \$235, effective June 1, 2018. Historically, the courts have approved extraordinary fees to guardians, and the new DSHS fee schedule states that no fees in excess \$235 will be awarded by DSHS unless a DSHS panel has given its approval. Commissioner Anderson asked to confirm the annual amount is still capped at \$1,850 for a 3 year period. The new cap is not to exceed \$1200 a year for a 3 year period. A Board member questioned whether this rule affects the final fees and costs to be paid from an IP's estate. Staff answered that once a person is deceased DSHS will no longer provide income.

4. Memo re: Utilizing Community Partners to Assist with Financial Audits

Staff presented a Memorandum to the Board responding to questions raised at the Annual Planning Meeting regarding utilizing financial partners in the investigation of backlogged grievances. One question raised was whether the use of an outside source was appropriate for conducting financial reviews. This partnership has been found to be beneficial in the investigation of backlogged grievances requiring financial review. Staff assured all information is shared via the State's password-protected secure email portal. The persons conducting the reviews are Washington State University, Carson School of Business graduate students who have completed a background check (including fingerprinting), signed a Confidentiality Agreement and are under the supervision of a professor. At the completion of review, a Declaration of Document Destruction is returned to the Administrative Office of the Courts (AOC). The suggested alternative to this free resource would be for CPGs to assume the cost of an outside audit. It was therefore recommended that AOC staff continue to utilize this resource.

Judge Lawler commented his belief that a graduate student in accounting would be competent to complete a financial audit. Commissioner Anderson agreed as long as a Memorandum of Understanding well states the safeguards that are in place. A Board member also agreed as long as it is clearly presented that this is a delegation of a discrete task and that the Standards of Practice Committee (SOPC) will ultimately review any work product and make their own recommendations to the Board. Staff was directed to prepare a Memorandum of Understanding detailing this discussion and submit it to Judge Lawler and the SOPC for review and approval prior to dissemination to WAPG and via the AOC website.

5. Grievance Status Update

Staff reported there were seven new grievances received and three resolved during the month of April, bringing the total number of grievances requiring investigation to 147. Of the three grievances that were resolved in April, two were dismissed for no jurisdiction, and one was resolved by an Agreement Regarding Discipline (ARD) with Admonishment. Judge Lawler recognized the highest number of grievances alleging SOP violations are Regulation 409 financial management issues, such as making late payments to a facility. Judge Lawler questioned Staff if it were true financial reviews always go back a period of 5 years and if that was overreaching. As a method to reduce the current backlog, a Board member suggested that Staff focus only on the discrete issue(s) in a grievance rather than looking deeper. Staff answered that investigations depend on the complaint received. While a discussion with a facility can establish a pattern of late payments, other cases may require greater review of records to determine or disprove wrongdoing. Judge Lawler agreed, as long as the facts or questions raised in the grievance suggest a deeper investigation.

6 Executive Session (Closed to Public)

7. Reconvene and Vote on Executive Session Discussion (Open to Public)

Applications:

On behalf of the Applications Committee, Amanda Witthauer presented the following applications for Certified Professional Guardian Certification. Members of the Applications Committee abstained.

Motion: *A motion was made and seconded to conditionally approve Elizabeth Gilpin's application for certification, with documented financial and legal experience, upon completion of the UW Certification Program. The motion passed.*

Motion: *A motion was made and seconded to conditionally approve Stephanie Spurgetis' application for certification, with documented legal experience, upon completion of the UW Certification Program. The motion passed.*

Motion: *A motion was made and seconded to conditionally approve Amber Miller's application for certification, with documented financial and healthcare experience, upon completion of the UW Certification Program. The motion passed.*

Possible New CPG Board Member

Judge Lawler announced that Judge Grant E. Blinn, Pierce County Superior Court, has expressed interest in joining the CPG Board. Judge Lawler has submitted a recommendation for this appointment to the Supreme Court.

8. Wrap Up/Adjourn

Judge Lawler will complete his term as CPG Board Chair in October 2018 and he will make a recommendation for his replacement to the Supreme Court for appointment. Interested individuals are invited to contact him directly.

The next CPG Board meeting will be held at the SeaTac Office facility on Monday, June 11, 2018. As there was no other business to discuss, the meeting was adjourned at 8:50 am.

Recap of Motions from May 14, 2018 Teleconference

Motion Summary	Status
Motion: <i>A motion was made and seconded to approve the April 23, 2018 meeting minutes as corrected. Dr. Cochrane and Ms. Witthauer abstained.</i>	Passed
Motion: <i>A motion was made and seconded to conditionally approve Elizabeth Gilpin's application for certification, upon completion of the UW Certification Program. The motion passed.</i>	Passed
Motion: <i>A motion was made and seconded to conditionally approve Stephanie Spurgetis' application for certification, upon completion of the UW Certification Program. The motion passed.</i>	Passed
Motion: <i>A motion was made and seconded to conditionally approve Amber Miller's application for certification, upon completion of the UW Certification Program. The motion passed.</i>	Passed

Online Guests:

Tom Goldsmith
Sue Ramsaur

Memo Regarding Washington Association of Professional Guardians (WAPG)

Certified Professional Guardianship Board

ADMINISTRATIVE OFFICE OF THE COURTS

Callie T. Dietz
State Court Administrator

June 1, 2018

To: Memorandum for Certified Professional Guardian Board

From: Stacey Johnson, Manager

Subject: WAPG Recommendation Response

Mr. Gary Beagle, President of the Washington Association of Professional Guardians (WAPG) attended the Certified Professional Guardianship Board's (CPGB) Annual Planning meeting April 23, 2018 to address the Board. Mr. Beagle presented concerns and recommendations to the Board on behalf of WAPG. Two primary concerns were identified by WAPG.

Concern #1

WAPG's first concern points to certified professional guardian's (CPG's) lack of willingness to serve, as one of the main issues facing the CPG Board and Washington State Courts. WAPG points out that the majority of individuals in need of a guardian are "indigent or low income." WAPG states "the volume of requests suggest a lack of CPG's willingness to serve."

Background

In 2007, SB 5320 established the Office of Public Guardianship under the Administrative Office of the Courts (AOC). The mission of OPG is to promote the availability of guardianship services for individuals who need them and for whom the services may not otherwise be available. Priorities in this program include:

- 1) Indigent/homeless
- 2) At significant risk of harm from abuse, exploitation, abandonment, neglect, or self-neglect
- 3) In imminent danger of loss or significant reduction in public services that are necessary to live successfully

Cases that were identified meeting the criteria listed above were sent to the Public Guardians contracted with the AOC. In 2011, CPG's requested that the AOC inform them of all request for guardians that were sent to the AOC.

CPGs reported that they were being excluded from considering these cases. This led to an increase in CPG's exposure to cases of clients who are low-income, homeless, and/or have challenging familial/personal relationships. These cases are commonly declined by CPG's, but they are regularly accepted by the Public Guardians when the resources are available.

In the last year, from April 2017 through May 2018, 83 request for guardians were sent to the CPG listserv. The AOC requests follow-up with the GAL or requester of a guardian to confirm if their request was accepted by a guardian. Of the 83 requests 14 reported that they were not able to locate a guardian to serve. Of the 14 reported to the AOC who were not able to locate a guardian it appears that location is the primary factor.

Alternative Explanations

Fourteen cases not picked up in the last 12 months based on location:

Spokane: 5 cases

Grant: 1 case

King: 2

Yakima: 1

Thurston: 1

Clark: 2

Pierce: 1

Snohomish: 1

There are currently 28 CPGs and 2 public guardians located in Spokane County. Ten requests were made for guardians in the last 12 months in Spokane County, and five of those reported not obtaining a guardian. Currently, there are no CPG's located in Grant County. There were four requests for guardians in Grant County and one reported not being able to obtain a guardian. It is of note, that the guardianship that was established in Grant County was accepted by an agency located out of Snohomish County.

Comparatively there are 65 CPGs in King County and six public guardians serving King County. It is also of note that two public guardians are at capacity with their caseloads and cannot accept new case.

These numbers suggest that there are several factors involved regarding a CPG's willingness/ability to accept a case. Unwillingness to serve due to threat of grievances is one factor that may account for the cases that have not been accepted. Other factors that have been identified and may be considered include:

- 1) CPGs have met their maximum caseload sizes; either because they are limited to 20 cases as Public Guardians, or they are not comfortable taking on additional cases
- 2) CPGs are not accepting new cases due to intention to retire
- 3) The CPG determines that incapacitate person (IP) lacks financial resources to appropriately compensate/reimburse for their time and efforts
- 4) The IP is physically too far from the CPGs area of practice

- 5) Estimated time required to stabilize/serve the IP is too burdensome for the CPGs practice constraints

These numbers demonstrate that a CPG's willingness to serve is based on more than the grievance factor. While it is acknowledged that the grievance factor may account for some cases not being accepted, it is not true that this is the only variable considered. It is difficult to conclude that this is the primary reason for CPGs declining cases without further research, but it is reasonable to conclude that there are a number of factors at play.

Concern #2

WAPG states that the "CPG Board Grievance process and the lack of trust" is a primary concern of CPGs. WAPG reports that the CPG Board has changed processes from historical methods which has led to untimely resolutions, double jeopardy, and non-dismissal of grievance without merit based on incomplete information and/or lack of documentation.

WAPG points to four major changes in process that the Board has undergone as the reason for the backlog of grievances.

- 1) No longer utilizing a triage approach to quickly resolve grievances
- 2) No longer dismissing cases based on lack of merit per initial review
- 3) Forwarding grievances to the superior court and investigating grievances sent by the courts
- 4) Expanding scope of investigation beyond the initial grievance

In 1997, the Legislature addressed issues relating to certification and monitoring of professional guardians. GR 23 was adopted and broad changes were implemented regarding Professional Guardian practices and responsibilities. The Legislature directed the Administrative Office of the Courts (AOC) to create a study group and offer recommendations to the Supreme Court.

In 1998 the Supreme Court gave the CPG Board and AOC responsibility for oversight, monitoring, policy development, and certification of Professional Guardians.

Since being established in 1998, the CPG Board has sought to continuously make improvements to monitoring, policies and procedures, and the certification standards/process. This process includes listening to stakeholders concerns and recommendations. The Board will hear and consider all positions in an effort to promote fair and effective results.

In April 2015, the Legislature revised RCW 11.88.120 to establish a guardianship complaint procedure for the state superior courts. One of the goals was to make it easier for the public to file complaints. Additionally, the change mandates that the superior courts and the AOC disclose when a grievance is received if the grievance violates a Standards of Practice (SOP) and a statute. Rather, the superior court is obligated to investigate violation

of statute and may dismiss if no statute violation is found. The CPG Board is obligated to investigate violations of SOP to be compliant with RCW 11.88.120.

One impact of the revision of RCW 11.88.120 is that the number of grievances increased by 60%. It is suspected that the increase is due to the statute making it easier to file a grievance. Additionally, the AOC is staffed with only two investigators that are responsible to respond to all of the grievances that are filed in the State of Washington. There have also been periods of time between 2013-2018 that the AOC was short staffed, and fewer than two investigators were attempting to respond to existing and incoming grievances.

Prior to August 2013, the AOC had been without an investigator for over 6 months. When two new investigators were hired in August, 2013 they were met with a backlog of grievances, in addition to the continuance of new grievances. The increase in grievances, limited staff, and the backlog that existed when new staff were hired affected the current number of unresolved grievances.

It is the obligation of the investigator to inform CPGs when a grievance is filed, even if it appears there is no misconduct on the CPGs behalf. If it appears that a grievance has validity, it is the obligation of the investigator to research the concern further. This may lead to requesting any and all information that may be relevant to the case. This may include gathering past information that may substantiate or exonerate the claim based on historical practices of the CPG. It is the obligation of the investigator to follow-up on all violations of SOP that are discovered regardless of what the original grievance claimed.

The AOC must also report any possible violations of statutes to the superior court. The AOC is required to open all grievances for review. It is not uncommon for the investigator to quickly determine that a grievance is without merit or outside the CPG Board's jurisdiction upon initial review, and close the case. Investigators utilize a triage approach based on various factors including urgency, multiple grievances, estimated time of investigation, and date the grievance was filed. Another factor that complicates timeliness of resolution is multiple grievances per guardian. In the past 5 years approximately 9% of the nearly 300 guardians have had a grievance submitted, so many of the 147 open grievances represent the minority of guardians. Based on historical trends the majority of these will be dismissed with no actionable conduct.

The CPG Board and AOC continue to work towards efficient ways to resolve grievances. The process of resolution has not undergone major changes in the last 5 years. However, the AOC will acknowledge that there have been changes to the environment and the CPG Board has responded to these changes. Of the grievances filed in the last five years, 62% of the 436 grievance received have been resolved. Of those, 97% have been resolved without sanction. This includes 39% being resolved due to no jurisdiction or insufficient grievance. About 58% were dismissed for no actionable conduct, or the CPG voluntarily discontinued practice or passed away. Approximately 38% of grievances filed between 2013 and 2018 have not been resolved due to backlog, and are pending investigation or currently being investigated. Only 1% of grievances have resulted in decertification and 2%

resulted in lesser sanctions as a resolution. It is reasonable to believe that the majority of the unresolved grievances will be dismissed without sanction.

There is no evidence to suggest that the CPG Board and AOC made major changes to the grievances process which has resulted in a backlog of grievances and lengthy resolution. The AOC acknowledges that the time it takes to resolve grievances is a concern for all stakeholders including the AOC.

Changes made in the environment are factors to consider to explain the time it takes to resolve grievances. These factors include:

- 1) Increase in grievances due to new law making, it easier to file grievances
- 2) Legislative mandate that superior courts report all grievances filed to CPG Board and vice versa for the courts to review grievances for statute violations and the CPG Board to review for SOP violations
- 3) Additional SOP violations discovered during the course of investigation
- 4) Backlog of grievances due to low or no staff support
- 5) No way to streamline the grievance process; grievances filed are often unique and have various factors to consider which can complicate an investigation
- 6) Multiple grievances filed against an individual guardian or agency

It is reasonable to conclude that the changes in environment have a primary role regarding the backlog of grievances and the time it takes to resolve grievances. The CPG Board and AOC are committed to innovative ways to effectively resolve this concern.

Recommendations

WAPG offered several recommendations to improve the grievance process, trust, and transparency between stakeholders. The recommendations and comments are appreciated. Some of the recommendations are beyond the scope of the CPG Board and AOC to adjust. This would include any violations of, or changes to the RCWs. For instance, would be a violation of the statute for the CPG Board to transfer CPG oversight to another state department as suggested in WAPG recommendation number 1. The other theme identified is in regards to communication, education, and misunderstandings. Effective communication and education can help reduce misunderstandings and increase transparency.

Guardians may address the WA Legislature in regards to RCW 11.88.120 if they feel their due process rights are being violated under this law and that they are being subjected to double jeopardy. It is not at the power of the CPG Board to change the RCWs, or direct the Legislature.

Additionally the existence of the CPG Board is a direct result of the Supreme Court's response to the WA Legislature's review of Title 11 in 1997. The CPG Board has no authority to disband the Board, or transfer the responsibilities to another state agency as recommended by WAPG. Increasing communication between the CPG Board and CPG's

will help to inform the Board and CPGs. CPG's are encouraged to participate in Board meetings and offer recommendations and/or comments.

CPGs are participation and input on various efforts by the Board is invaluable, and the CPG Board is hoping to hear more from CPGs moving forward. Most recently the CPG Board requested input from CPGs regarding Regulation 500 with very little response. The revision of Regulation 500 was a massive undertaking for the CPG Board. Overhauling the current process to match the process of another state is not a practical endeavor for the CPG Board at this time, and much research would need to be done to analyze the appropriateness of applying systems from another state. However, it is informative to learn how other states operate, so the CPG Board can consider their processes moving forward. With increased communication, CPGs views can be more accurately reflected. CPGs are encouraged to attend Board meetings in person or via teleconference. The CPG Board meetings are open to the public and may be attended by an ombudsman, or other agencies that wish to participate.

WAPG suggested developing an advisory board to participate in CPG Board meetings which is a welcome suggestion. With the development of this board it is hopeful that communication concerns will be diminished. It is encouraging that the advisory board will offer insight and input to the CPG Board on a regular basis via meeting participation and written communication. CPG comments and recommendations assist in the thoughtful actions and priorities of stakeholders including the CPG Board and AOC.

Additionally, it is recommended that the CPG Board send representation to certified professional guardian conferences for the purpose of education and dialogue. CPG Board representatives attended the WAPG conference to discuss the structure of the CPG Board, and received feedback from attendees that they were previously unaware of the CPG Board's structure. This suggests that CPGs may be unfamiliar with, or misinformed regarding other aspects of the CPG Board as well including processes, purpose, and obligations. Increasing efforts to help understand the roles and purposes of the AOC and CPG Board may increase understanding both entities duties and limitations. It may be additionally helpful to include education regarding the superior courts role and obligations in responding to grievances as this is a separate matter from the CPG Boards obligation to respond.

The AOC and CPG Board are grateful to WAPG for their comments and recommendations submitted at the CPG Board 2018 Annual Planning Meeting. Participation from stakeholders such as WAPG also helps the CPG Board and other stakeholders understand where changes can be made to improve effectiveness.

Dispute Resolution Contract

PERSONAL SERVICES CONTRACT - PSC17640
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Dispute Resolution Center of Kitsap County acting as Fiscal Agent for Resolution
Washington

This Contract is made and entered into by and between Washington State Administrative Office of the Courts (AOC), and the Dispute Resolution Center of Kitsap County acting as fiscal agent for Resolution Washington (Contractor).

PURPOSE

To assign and reimburse other Dispute Resolution Centers (DRCs) within the state of Washington for mediation services provided to the Certified Professional Guardianship Board to mediate complaints involving the conduct of certified professional guardians.

SCOPE OF WORK

The Scope of Work is attached and incorporated by reference as Appendix B.

ACCEPTANCE

All mediations will be completed by Contractor in conformance with the attached Scope of Work. Once completed, Contractor shall provide the AOC Project Manager with a signed copy of the completed customized evaluation form (attached as Appendix C) which will serve as notice that the complaint has been mediated.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will commence on date of execution and run through June 30, 2018.

COMPENSATION AND PAYMENT

The AOC shall pay an amount not to exceed \$600.00 for the performance of each mediation session. Total compensation should not exceed \$7200.00, unless increased by written amendment signed by both parties. This amount includes expenses necessary or incidental to performing the items under the Scope of Work, including, but not limited to, travel, lodging and per diem related expenses. Contractor will submit an invoice after the completion and acceptance of each mediation as noted above.

BILLING PROCEDURES

Contractor will submit properly prepared itemized invoices via email to AOC Financial Services at MSDFinancialServices@courts.wa.gov. Invoices shall be submitted no more frequently than once a month. Incorrect or incomplete invoices shall be returned by AOC to Contractor for correction and reissuance. The invoices shall describe and document to AOC's reasonable satisfaction a description of the work performed. All Invoices shall provide and itemize, at a minimum, the following:

- A. **Contract Number PSC17640;**
- B. Contractor name, address, phone number;

- C. Contractor Federal tax Identification Number;
- D. Description of Services provided;
- E. Date(s) Services were provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. No invoice shall be submitted until after acceptance by the AOC Project Manager. Payment shall be sent to the address designated by the Contractor.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

PROJECT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

AOC Project Manager	Contractor Project Manager
<p>Shirley Bondon, Manager Administrative Office of the Courts Office of Guardianship and Elder Services 1112 Quince Street SE Olympia, WA 98504 360.705.5302 Shirley.Bondon@courts.wa.gov</p>	<p>Mary Hancock, Executive Director The Dispute Resolution Center of Kitsap County (acting as the Fiscal Agent for Resolution Washington) 9004 Washington Ave. NW Silverdale, WA 98383 360.698.0968 mary@kitsapdrc.org</p>

ASSURANCES

The AOC and the Contractor agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ENTIRE AGREEMENT

This contract including Appendix A - General Terms and Conditions, and referenced appendices represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPENDIX - A
PERSONAL SERVICES CONTRACT - PSC17640
GENERAL TERMS AND CONDITIONS

ACCESS TO DATA

In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to AOC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the invoicing of the Contractor. It does not include confidential notes or any information provided by the parties to the mediation.

AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ADVANCE PAYMENTS PROHIBITED

No payment in advance or in anticipation of services to be provided under this contract shall be made by the AOC.

CHANGES AND MODIFICATIONS

Any change or modification to this contract must be in writing and signed by both parties.

CONFLICT OF INTEREST

The AOC may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the AOC that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the AOC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the AOC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for an AOC percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for purposes of securing business. The AOC shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such AOC percentage, brokerage or contingent fee.

GOVERNING LAW

This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION

The Contractor shall defend, protect, and hold harmless the state of Washington, the AOC, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor and his or her employees or agents performing under this contract are not employees or agents of AOC. The Contractor will not hold himself/herself out to be an officer or employee of AOC or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 28B.16 RCW or Chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by Chapter 41.06 RCW.

INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this agreement, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, the AOC may deduct the amount of premiums and any penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the AOC.

The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any Subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the AOC and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the Contracting Officer or his/her delegates (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the AOC. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer or his or her delegate.

NON-ASSIGNABILITY

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the AOC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

PERSONALITY RIGHTS

Contractor grants the AOC the rights to use Contractor's name, voice, signature, photograph or other likeness in conjunction with services provided under this Agreement and to videotape or audio record the presentation.

PRIVACY PROTECTION

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AOC reserve the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the AOC. Salting is the act of placing a record containing unique but false information into a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the AOC for any damages related to Contractor's unauthorized use of personal information.

PUBLICITY

The Contractor agrees to submit to the AOC all advertising and publicity matters relating to this contract which AOC's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AOC.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHTS IN DATA

The AOC shall own all rights, title and interest in and to all materials developed and delivered under this contract. The Contractor grants to the AOC royalty-free, perpetual license to copy, use, distribute, and modify all materials developed and delivered under this contract for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the

materials to any other person or organization for any purpose without the express written authorization of the Contractor.

Materials provided by the AOC to the Contractor remain the sole property of the AOC and cannot be used by the Contractor for purposes beyond this contract without the express written authorization of the AOC.

RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized this provision.

RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAFEGUARDING OF INFORMATION

The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the AOC or the Court for any purpose not directly connected with the administration of the AOC's, the Court's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC or the Court.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AOC may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the AOC, except to allow Contractor to subcontract with Dispute Resolution Centers providing the mediations.

TERMINATION

A. Termination for Default

The AOC may, by written notice, terminate this contract, in whole or in part, for failure of

the Contractor to perform any of the obligations or provisions required by the contract. In the event of default, the Contractor shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or Subcontractor's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

B. Termination for Convenience

Except as otherwise provided in this contract, the AOC may terminate this contract by providing written notice of such termination to the Contractor, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE

Upon termination of this contract, the AOC, in addition to any other rights provided in this contract, shall require the Contractor to deliver to the AOC any property specifically produced or acquired for the performance of such part of the contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AOC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the AOC, and the amount agreed upon by the Contractor and the AOC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the AOC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of liability of the AOC. The AOC may withhold from any amounts due the Contractor such sum as the AOC determines to be necessary to protect the AOC against potential loss or liability.

The rights and remedies of the AOC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the AOC, the Contractor shall:

- A. Stop work under this contract on the date and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- C. Assign to the AOC, in the manner, at the times, and to the extent directed by the AOC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the AOC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AOC to the extent the

Contracting Officer may require, which approval or ratification shall be final for all purposes of this clause;

- E. Transfer title to the AOC and deliver in the manner, at the times, and to the extent directed by the AOC any property which, if the contract had been completed, would have been required to be furnished to the AOC;
- F. Complete performance of such part of work as shall not have been terminated by the AOC; and
- G. Take such actions as may be necessary, or as the AOC may direct, for the protection and preservation of the property related to this contract which is in possession of the Contractor and in which the AOC has or may acquire an interest.

TREATMENT OF ASSETS

Title to all property furnished by the AOC shall remain in the AOC. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AOC upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AOC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AOC in whole or in part, whichever first occurs.

Any property of the AOC furnished to the Contractor shall, unless otherwise provided herein or approved by the AOC, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the AOC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any AOC property, the Contractor shall notify the AOC thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the AOC all property of the AOC prior to settlement upon completion, termination or cancellation of this contract.

WAIVER

Waiver of any default of any term or condition of this contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this contract unless stated to be such in writing, signed by the Contracting Officer and attached to the original contract.

EVALUATION OF GUARDIANSHIP MEDIATION

Please complete this form at the conclusion of your mediation and place it in the drop box by the door or send to the Administrative Office of the Courts
Certified Professional Guardianship Board, PO Box 41170, Olympia, WA 98504 or
guardian.program@courts.wa.gov

Date _____ CPGB Grievance # _____

Mediator: _____

Select your role:

- Grievant
- Certified Professional Guardian
- Grievant's Attorney
- CPG's Attorney
- Individual in a Guardianship
- Other. Please specify _____

Please evaluate your mediator.

1. Was the mediator prepared? _____ Yes _____ No

If you like, please explain _____

2. Did the mediator establish a close and harmonious relationship in which you and other participants understood each other's feelings or ideas and communicated well?
_____ Yes _____ No

If you like, please explain _____

3. Did the mediator clearly explain the mediation process before beginning mediation?
_____ Yes _____ No

If you like, please explain _____

4. Do you feel the mediator was fair, impartial and professional with all parties?
 Yes No Undecided

If you like, please explain _____

Please evaluate the mediation.

1. Please indicate the topic of your dispute: _____
2. Did your mediation resolve the issues complained about?
 Yes No Partially

If you like, please explain _____

3. If Yes: Are you satisfied with the results of the mediation?
 Yes No Undecided

If you like, please explain _____

4. Did the mediation help you gain better understanding of the issues involved in the conflict?
 Yes No Somewhat

If you like, please explain _____

5. Did the mediation help you communicate more effectively with the other person(s)?
_____ Yes _____ No _____ Somewhat

If you like, please explain _____

6. Was your situation improved by mediation?
_____ Yes _____ No _____ Somewhat

If you like, please explain _____

7. Would you recommend the mediation process to others?
_____ Yes _____ No _____ Undecided

If you like, please explain _____

ADDITIONAL COMMENTS:

May we contact you for follow-up? If yes, name: _____

Phone and/or e-mail _____

If you have any additional comments or feedback, please contact
guardian.program@courts.wa.gov

Contractor:

The Dispute Resolution Center of Kitsap County
(acting as the Fiscal Agent for Resolution Washington)
9004 Washington Ave. NW
Silverdale, WA 98383

Contractor Representative:

Mary Hancock
Executive Director
360.698.0968
mary@kitsapdrc.org

Contract Amount: \$7200

Funding Source: State

Budget Code: 77102

Start Date: May 1, 2017

End Date: June 30, 2018

Tax Id: 94-312572

SWV #: 0034496-00

UBI #: 00-601240252

DUNS #: 798622767

Purpose: To provide mediation services.

Description: To mediate up to 12 grievances involving the conduct of a certified professional guardian.

APPENDIX B – SCOPE OF WORK

SECTION 1: PURPOSE

To mediate grievances involving the conduct of a certified professional guardian.

SECTION 2: ADMINISTRATION

The Dispute Resolution Center of Kitsap County (acting as the Fiscal Agent for Resolution Washington) (the Contractor) shall reimburse other Dispute Resolution Centers (DRCs) (Sub-contractors) within the state of Washington for mediation services provided to the Certified Professional Guardianship Board to mediate grievances involving the conduct of certified professional guardians.

The Contractor and its sub-contractors will measure client satisfaction with their mediation services and mediators and provide evaluations to the AOC. The AOC will provide the customized evaluation form, which is attached as Appendix C.

SECTION 3: SCOPE OF MEDIATION

The scope of each 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.

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 aligns with the purposes of the mediation.

Any agreement 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 within 14 business days after completion of mediation.

SECTION 4: VOLUNTARY PARTICIPATION

Parties voluntarily enter into an Agreement to Mediate. They may withdraw from, or suspend, the mediation at any time and for any reason.

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 he or she can no longer effectively perform the role of a facilitator.

SECTION 5: 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 his or 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 hindering the progress of the mediation.

SECTION 6: CONFIDENTIALITY

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 will agree not to call the mediator to testify concerning the mediation or any of the mediation materials. The mediator has an ethical responsibility to break confidentiality if he or she suspects another person may be in danger of harm.

SECTION 7: ASSIGNMENT OF MEDIATOR

The Dispute Resolution Centers of Washington State shall assign mediators that satisfy the qualifications specified in Section 8. 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.

SECTION 8: QUALIFICATIONS OF A MEDIATOR

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 approved by the AOC; and
 - b. Completion of family mediation training approved by the AOC; and
 - c. Completion of elder mediation training approved by the AOC; and
 - d. Attended an introduction to guardianship presentation developed and provided by the AOC 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 AOC 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.

Grievance Status Report

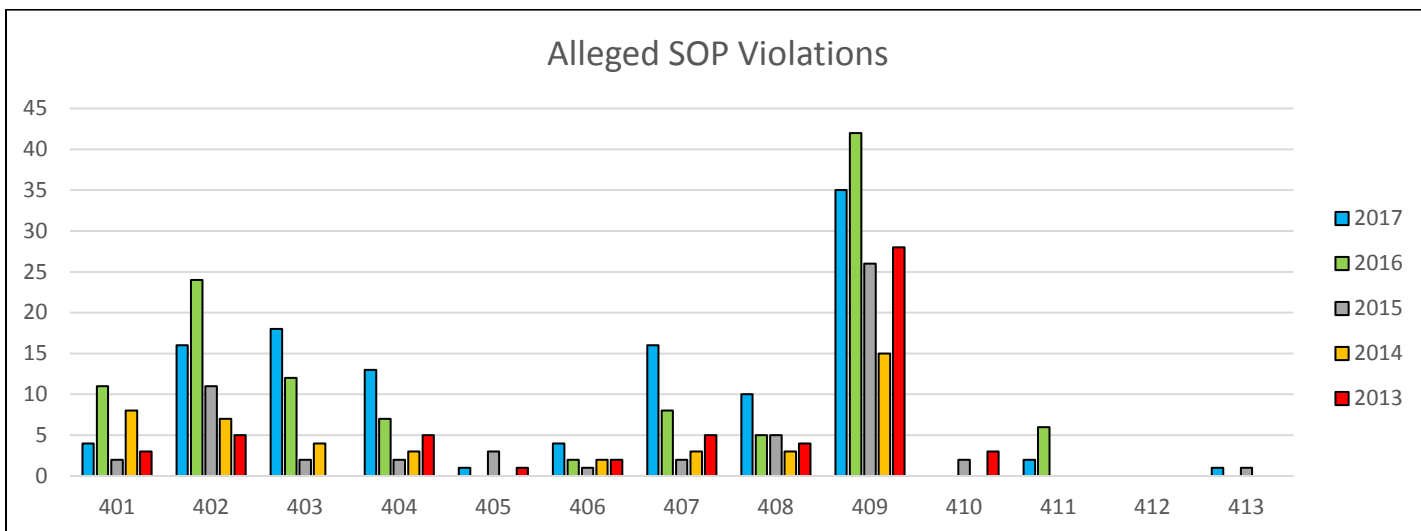
Certified Professional Guardians Grievance Status

May 31, 2018

Grievance Status by Year Received	2018	2017	2016	2015	2014	2013	2012	Total
Grievances Requiring Investigation - 4.30.2018	22	62	40	14	7	2		147
New Grievances:	11							11
Voluntary Surrender Pending:		3	1		1			5
ARD Pending:		1	3					4
Complaint/Hearing Pending:				2		1	1	4
Grievances Resolved This Reporting Period:	[3]	[1]	[1]					[5]
Grievances Requiring Investigation - 5.31.2018	30	61	39	14	7	2		153

Grievance Resolutions:	2018	2017	2016	2015	2014	2013	2012	Total
Dismissal – No Jurisdiction	3							3
Dismissal – No Actionable Conduct		1	1					2
Dismissal – Insufficient Grievance								
ARD – No Sanction								
ARD - Admonishment								
ARD - Reprimand								
ARD - Suspension								
Terminated – CPG Death								
Terminated – Voluntary Surrender								
Terminated – Administrative Decertification								
Terminated – Decertification								
Total Resolved Grievances May 31, 2018	3	1	1					5

Grievance Resolutions	2018	2017	2016	2015	2014	2013	Total
Total Grievances <u>Received</u> 2013 – 2018:	42	104	104	65	64	57	436
Dismissal – No Jurisdiction	12	28	20	13	17	13	103
Dismissal – No Actionable Conduct		7	24	16	16	23	87
Dismissal – Insufficient Grievance			1		2		3
ARD – No Sanction						1	1
ARD - Admonishment				1			1
ARD - Reprimand			1	2		1	4
ARD - Suspension							
Termination – CPG Death				2			2
Termination – Administrative Decertification		1	2	13	11	3	30
Termination – Voluntary Surrender		3	12	2	10	10	37
Termination – Decertification						3	3
Total Grievances <u>Resolved</u> 2013 – 2018:	12	39	60	49	56	54	270



400 Standards of Practice Regulations

- 401 Guardian’s Duty to Court
- 402 Guardian’s Relationship to Family and Friends of Incapacitated Person and to Other Professionals
- 403 Self-Determination of Incapacitated Person
- 404 Contact with the Incapacitated Person
- 405 General Decision Standards
- 406 Conflicts of Interest
- 407 Residential Decisions
- 408 Medical Decisions
- 409 Financial Management
- 410 Guardian Fees and Expenses
- 411 Changes of Circumstances/Limitation/Termination
- 412 Sale or Purchase of Guardianship Practice
- 413 Responsibilities of Certified Public Guardian Agencies

CPG ID	Year Certified	Open Cases	Year(s) Grievances Received	Status
1	2015	7	2016 (3), 2017 (4)	
2	2011	2	2015 (1), 2018 (1)	
3	2011	4	2014 (1), 2016 (2), 2017 (1)	ASSIGNED TO INVESTIGATOR
4	2002	5	2014 (1), 2016 (1), 2017 (2), 2018 (1)	
5	2007	5	2015 (1), 2016 (2), 2017 (2)	
6	2015	3	2016 (1), 2017 (2)	
7	2014	2	2017 (2)	
8	2010	2	2017 (1), 2018 (1)	
9	2015	2	2016 (1), 2018 (1)	
10	2010	4	2016 (1), 2017 (2), 2018 (1)	
11	2005	6	2014 (2), 2015 (1), 2016 (1), 2017 (1), 2018 (1)	
12	2004	5	2015 (1), 2016 (1), 2017 (2), 2018 (1)	
13	2001	6	2012 (1), 2013 (1), 2015 (2), 2017 (1), 2018 (1)	
14	2012	6	2016 (2), 2017 (4)	
15	2014	10	2015 (1), 2017 (3), 2018 (6)	
16	2017	2	2018 (2)	
17	2010	8	2016 (3), 2017 (3), 2018 (2)	INVESTIGATION COMPLETE*
18	2011	2	2016 (1), 2017 (1)	
19	2003	3	2015 (1), 2016 (2)	
20	2010	3	2014 (1), 2015 (1), 2017 (1)	
21	2003	2	2016 (2)	
22	2001	10	2015 (1) 2016 (7), 2017 (1), 2018 (1)	ASSIGNED TO INVESTIGATOR
23	2011	7	2015 (1), 2016 (1), 2017 (3), 2018 (2)	ASSIGNED TO INVESTIGATOR
24	2001	4	2014 (1), 2016 (1), 2017 (2)	VOL. SURRENDER PENDING
25	2007	2	2016 (2)	
26	2014	2	2016 (1), 2017 (1)	
27	2001	2	2016 (1), 2018 (1)	
28	2001	3	2016 (2), 2017 (1)	
29	2010	3	2015 (1), 2016 (1), 2017 (1)	

Total 122

Of 153 open grievances, 122 concern 29 Agencies/CPGs with 2 or more grievances.

* 4 of 8 Grievances have been investigated and ARD is pending.

	Year Certified	# of Guardians
Before UW Certificate Program 122	2001	6
	2002	1
	2003	3
	2004	1
	2005	1
	2006	
	2007	2
	2008	
	Total	14
UW Certificate Program 147	2009	
	2010	5
	2011	5
	2012	1
	2013	1
	2014	6
	2015	3
	2016	
	2017	1
	Total	22

Year	Grievance by Year
2013	1
2014	6
2015	12
2016	39
2017	41
2018	22