

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

In the Guardianship of:

An Incapacitated Person

) Case No.:
)
) ORDER APPOINTING:
) [] LIMITED (ORAPLGP)
) [] FULL GUARDIAN OF PERSON
) (ORAPGDP)
) AND/OR
) [] LIMITED (ORAPLGE)
) [] FULL GUARDIAN OF ESTATE
) (ORAPGDE)
) **(CLERK'S ACTION REQUIRED**
Paragraph 3.2, 3.3, 3.4, 3.13, 3.14,
3.20)

GUARDIANSHIP SUMMARY

Date Guardian Appointed:	
Due Date for Report and Accounting:	
Date of Next Review:	
Letters Expire On:	
Bond Amount:	
Restricted Account Agreements Required:	

Due Date for Inventory:	
Due Date for Care Plan:	

<u>Incapacitated Person (IP)</u>	<u>Guardian of [] Estate [] Person</u>
<u>Name:</u>	<u>Name:</u>
<u>Address:</u>	<u>Address:</u>
<u>Phone:</u>	<u>Phone:</u>
<u>Facsimile:</u>	<u>Facsimile:</u>
<u>E-mail Address:</u>	<u>E-mail Address:</u>
<u>Relationship of Guardian(s) to IP:</u>	

<u>Interested Parties</u>	<u>Address</u>	<u>Relation to IP</u>

THIS MATTER came on regularly for hearing on a Petition for Appointment of Guardian or Limited Guardian of _____, the Alleged Incapacitated Person.

- The Alleged Incapacitated Person was present in Court;
- The hearing was conducted outside of the courtroom at the location of the Alleged Incapacitated Person;
- The Alleged Incapacitated Person's presence was waived for good cause shown other than mere inconvenience, as set forth in the file and reports in this matter;
- The Guardian ad Litem was present. The following other persons were also present at the hearing: _____

The Court considered the written report of the Guardian ad Litem and the Medical/Psychological/ARNP Report, the testimony of witnesses, remarks of counsel, and the Documents filed herein. Based on the above, the Court makes the following:

FINDINGS OF FACT

1.1 Notices: All notices required by law have been given and proof of service as required by statute is on file.

- Notice was provided to the Regional Administrator of DSHS pursuant to RCW 11.92.150, but DSHS neither appeared at this hearing nor responded to the Petition.
- The Alleged Incapacitated Person is a child and Notice is not required to a Tribe because the child is not subject to the Indian Child Welfare Act, 25 USC 1983 et seq.
- The Alleged Incapacitated Person is a child subject to the Indian Care Welfare Act and notice has been provided to the minor child's Tribe

1.2 Jurisdiction: The jurisdictional facts set forth in the petition are true and correct, and the Court has jurisdiction over the person and/or estate of the Alleged Incapacitated Person.

1.3 Guardian ad Litem: The Guardian ad Litem appointed by the Court has filed a report with the Court. The report is complete and complies with all the requirements of RCW 11.88.090.

1.4 Alternative Arrangements Made By The Alleged Incapacitated Person:

- The Alleged Incapacitated Person did not make alternative arrangements for assistance, such as a power of attorney, prior to becoming incapacitated.

The Alleged Incapacitated Person made alternative arrangements for assistance, but such arrangements are inadequate in the following respects: _____.

_____ has been acting in a fiduciary capacity for the Alleged Incapacitated Person and should NOT continue to do so for the following reasons:

1.5 Capacity: The Alleged Incapacitated Person, _____, is

incapable of managing his or her personal affairs

incapable of managing his or her financial affairs

the Alleged Incapacitated Person is in need of a full Guardianship over his or her

person

estate

the Alleged Incapacitated Person is capable of managing some personal and/or financial affairs, but is in need of the protection and assistance of a limited Guardian of his or her

person

estate,

in the areas as follows: _____

1.6 Guardian: The proposed Guardian is qualified to act as Guardian of the Person and/or Estate of the Incapacitated Person. Proposed Guardian's address: _____ and phone and fax numbers: _____ and e-mail address:

1.7 Guardian ad Litem Fees and Costs:

The Guardian ad Litem was appointed at county estate expense and shall submit a motion for payment of fees and costs pursuant to the local rules.

The Guardian ad Litem has requested a fee of \$ _____ for services rendered and reimbursement of \$ _____ for costs incurred while acting as Guardian ad Litem. Fees in the amount of \$ _____ and costs in the amount of \$ _____ are reasonable and should be paid as follows:

] \$ _____ by the Guardian from the guardianship estate and/or

] \$ _____ by _____ for the following reason(s):

_____.

1.8 Bond: The assets of the Alleged Incapacitated Person:

] Total less than three thousand dollars (\$3,000) and therefore no bond is required.

] Are to be placed in a blocked account with an insured financial institution or are to be held by a bank or trust company, and therefore no bond is required.

] Are in whole or in part to be held by the Guardian and bond in the amount of \$ _____ is required.

1.9 Right to Vote: The Alleged Incapacitated Person

] is

] is not

capable of exercising the right to vote due to the following facts: _____

_____.

CONCLUSIONS OF LAW

2.1 That _____ is an Incapacitated Person within the meaning of RCW Chapter 11.88, and a

] Full] Limited Guardian of the Person (“Guardian of the Person”) and/or

] Full] Limited Guardian of the Estate (“Guardian of the Estate”)

should be appointed, and that _____ is a fit and proper person as required by RCW 11.88.020 to be appointed as such Guardian.

2.2 That the limitations and restrictions placed on the Incapacitated Person should be as follows:

] SHALL NOT HAVE THE RIGHT TO MARRY OR DIVORCE;

] SHALL NOT HAVE THE RIGHT TO ENTER INTO A CONTRACT OR
MAKE OR REVOKE A WILL;

] SHALL NOT HAVE THE RIGHT TO APPOINT SOMEONE TO ACT

ON HIS/HER BEHALF;

-] SHALL NOT HAVE THE RIGHT TO SUE AND BE SUED OTHER THAN THROUGH A GUARDIAN;
-] SHALL NOT HAVE THE RIGHT TO POSSESS A LICENSE TO DRIVE;
-] SHALL NOT HAVE THE RIGHT TO BUY, SELL, OWN, MORTGAGE, OR LEASE PROPERTY;
-] SHALL NOT HAVE THE RIGHT TO CONSENT TO OR REFUSE MEDICAL TREATMENT;
-] SHALL NOT HAVE THE RIGHT TO DECIDE WHO SHALL PROVIDE CARE AND ASSISTANCE;
-] SHALL NOT HAVE THE RIGHT TO MAKE DECISIONS REGARDING SOCIAL ASPECTS OF HIS/HER LIFE;
-] SHALL NOT HAVE THE RIGHT TO VOTE OR HOLD AN ELECTED OFFICE.

2.3 That the Guardian of the person upon the issuance of Letters, shall have the following authority and responsibilities:

] All of the powers and responsibilities of a Guardian of the person pursuant to the provisions of Chapter 11.92 RCW.

] To review, release, consent to the release of and use as appropriate all medical, dental, mental health, psychological, psychiatric, medication, laboratory and social services work records, charts, evaluations and reports concerning the incapacitated person;

] To monitor the conditions and needs of the incapacitated person.

] To consent to and arrange for, or refuse to consent to, medical, dental, psychological or psychiatric treatment and care, including any and all medications, diagnostic testing, evaluation, examination, placement and/or transfer to an appropriate health care facility such as, but not limited to, an adult family home, hospital, assisted living facility or nursing home;

] To select or discharge any health care or medical provider;

To decide code status of the ward, including the use of life sustaining measures, including intravenous therapy, tube feedings, hydration, antibiotics, pain medications and comfort care;

To provide substitute informed consent (RCW 7.70.065) to medical or dental treatment, medications for the incapacitated person, including surgery, except where contrary to law;

To provide for or contract for case care or management services on behalf of the incapacitated person;

To provide for such other personal assistance as the incapacitated person requires;

To establish a pre-need burial or cremation plan for the incapacitated person;

Pursuant to 45 CFR 164.514, all providers who are covered entities under the Health Insurance Portability and Accountability Act (HIPAA), and/or their business associates shall release any and all health information requested by the Guardian, to the Guardian, upon receiving a copy of this document.

2.4 That the Guardian of the estate shall have, upon the issuance of letters, the following authority and responsibilities:

All of the powers of a Guardian of the estate pursuant to the provisions of Chapter 11.92 RCW.

To undertake the management of the financial affairs of the incapacitated person, including but not limited to contracting for and incurring obligations on behalf of the incapacitated person, becoming representative payee of any income from Social Security, income from employment of the incapacitated person, and any other sources of revenue or income;

To locate and gather assets;

To enter any safe deposit box(es) held in the name of the incapacitated person (individually or with another), and inventory and/or remove any contents there from, and to maintain and/or close said box(es) or to add items thereto, or to drill open the safe deposit

box(es) in the event the keys to the box(es) are misplaced or missing, as deemed by the Guardian to be in the incapacitated person's best interests;

To close any financial accounts, including bank accounts held individually or jointly with another, and to make withdrawals, deposits or transfer of funds into or out of any such accounts, without the necessity of obtaining the written authority of any other person named on any such joint accounts;

To establish guardianship account(s);

To proceed to expend funds as necessary for the benefit of the incapacitated person subject to review by the Court;

To convert all holdings, including but not limited to savings accounts, money market accounts, IRAs, mutual funds, stocks, bonds, cash, automobiles, mobile homes, and any other personal property, including pensions, annuities, 401Ks, and any other income, into the name of said Guardian for the purposes of the guardianship; and all other reasonable duties required of a Guardian.

Any bank, savings and loan, credit union, stock brokerage, insurance company, or other institution holding assets of the incapacitated person, including but not limited to cash, investments, stocks, bonds, certificates, funds, safe deposit box or personal property, shall release information or deliver the assets to the Guardian as directed by the Guardian.

The Guardian is further authorized to remove the incapacitated person's name from any joint bank account and/or financial account and change the mailing address of any bank and/or financial statement to any address the Guardian may request. In the event that an asset has signatories or co-owners in addition to the incapacitated person, the Guardian shall have the authority to block all access to such account, safe deposit box or property until true ownership has been discovered.

The Guardian is authorized to enter any dwelling, residence or storage area rented or owned by the incapacitated person, or access the land or property owned or rented (individually or with another) by the incapacitated person without the necessity of obtaining the written authority of any other person named on any such dwelling, land, property or storage area.

If it appears that the sale of real estate will be necessary to pay for the incapacitated person's expenses, the Guardian shall have the authority to retain a real estate appraiser to appraise said real estate, in order to petition the court for authority to sell the real property.

The Guardian is authorized to make disbursements for nursing home care, medical expenses and incidental expenses on behalf of the incapacitated person.

The Guardian shall also have authority to arrange pre-need cremation or burial arrangements as may be necessary.

The Guardian shall also have the authority to remove change, and/or re-key any lock to the incapacitated person's home, apartment, storage unit, rental property, vehicles or any other locked property that is owned by the incapacitated person.

///

ORDER

All of the findings of fact and conclusions of law completed and checked off above are hereby ordered by the Court; and the Court also orders as follows:

3.1 Prior Power of Attorney: Any Power of Attorney of any kind previously executed by the Incapacitated Person:

is not canceled

is canceled in its entirety

is canceled in its entirety except for those provisions pertaining to health care.

3.2 Appointment of Guardian: _____ is appointed as

Full Limited Guardian of the Person ("Guardian of the Person") and/or

Full Limited Guardian of the Estate ("Guardian of the Estate")

of _____, and the powers of the Guardian and the limitation and restrictions placed on the Incapacitated Person shall be as set forth in Conclusion of Law Paragraphs 3.2-3.4.

3.3 Letters of Guardianship/Limited Guardianship: The Clerk of the Court shall issue

at no cost Letters of

Full Limited Guardianship of the Person and/or

Full Limited Guardianship of the Estate to _____, upon the filing of an oath and

A Guardianship bond in the amount of \$_____.

All assets in excess of the bond amount shall be held in blocked financial accounts a receipt for which shall be filed within 30 days from entry of this order.

bond is waived.

If bond is waived, the Guardian is required to report to the Court if the total assets of the Incapacitated Person reaches or exceeds Three Thousand Dollars. Pursuant to RCW 11.88.100, the Guardian of the Estate shall file a yearly statement showing the monthly income of the Incapacitated Person if said monthly income, excluding moneys from state or federal benefits, is over the sum of Five Hundred Dollars per month for any three consecutive months.

3.4. Notification of Loss of Voting Rights: If the Court has found sufficient facts, as stated in Paragraph 9 of the Findings of Fact above, that the Incapacitated Person is unable to rationally exercise the right to vote, the Clerk of the Court shall notify the County Auditor.

3.5 Report of Substantial Change in Income of Assets: Within 30 days of any substantial change in the Estate's income or assets, the Guardian of the Estate shall report to the Court and schedule a hearing. The purpose of the hearing will be for the Court to consider changing the bond or making other provision in accordance with RCW 11.88.100.

3.6 Inventory: Within three months of appointment, the Guardian of the Estate shall file a verified inventory of all the property of the Incapacitated Person, which shall come into the Guardian's possession or knowledge, including a statement of all encumbrances, liens and other secured charges on any item. A review hearing upon filing of the inventory is required.

is not required.

3.7 Disbursements: On or before the date the inventory is due, the Guardian of the Estate shall also apply to the Court for an Order Authorizing Disbursements on behalf of the Incapacitated Person as required by RCW 11.92.040.

3.8 Personal Care Plan: The Guardian of the Person shall complete and file within three (3) months after appointment a Personal Care Plan which shall comply with the requirements of RCW 11.92.043(1).

3.9 Status of Incapacitated Person: Unless otherwise ordered, the Guardian of the Person shall file an annual report on the status of the Incapacitated Person that shall comply with the requirements of RCW 11.92.043(2).

3.10 Substantial Change in Condition or Residence: The Guardian of the Person shall report to the Court within thirty (30) days any substantial change in the Incapacitated Person's condition, or any change in residence of the Incapacitated Person.

3.11 Designation of Standby Guardian: Within three months of appointment, the Guardian shall file a written designation of a standby Guardian that complies with the requirements of RCW 11.88.125.

3.12 Authority for Investment and Expenditure: No investments shall be made without prior order of the court in any property other than unconditional interest bearing obligations of this state or of the United States and in obligations the interest and principal of which are unconditionally guaranteed by the United States, and in share accounts or deposits which are insured by an agency of the United States government.

3.13 Duration of Guardianship: This Guardianship shall continue in effect:

until _____ [date]; OR

until terminated pursuant to RCW 11.88.140;

the necessity for the Guardianship to continue shall be periodically reviewed.

3.14 Discharge/Retention of Guardian ad Litem:

The Guardian ad Litem is discharged; or

The Guardian ad Litem shall continue performing further duties or obligations as follows: _____

_____.

3.15 Notice of Right to Receive Pleadings: The following persons are described in RCW 11.88.090(5)(d), and the Guardian shall notify them of their right to file with the Court and

serve upon the Guardian, or the Guardian's attorney, a request to receive copies of pleadings filed by the Guardian with respect to the Guardianship (*if the space provided is not sufficient to list all the individuals entitled to receive the right to file a notice, please list the names on a separate piece of paper and attach it to this Order*):

3.16 Guardian Fees:

The Guardian shall petition the Court for approval of fees. If the Incapacitated Person is a client of the Department of Social and Health Services (DSHS), then the Guardian shall provide notice of any request for approval and payment of its fees and costs to DSHS. The Guardian may advance itself \$_____ per month subject to Court review and approval.

3.17 Guardian ad Litem Fee:

Fees and costs are approved as reasonable; OR
 The Guardian ad Litem fees and costs are approved as reasonable in the total amount of \$_____. They shall be paid from the Guardianship estate assets, King County, or other source(s) as follows: _____.

3.18. Legal Fees: The legal fees and costs of _____ are approved as reasonable in the amount of \$_____, and shall be paid from the

Guardianship estate assets

OR

other source(s) as follows: _____.

3.19. Guardian's Report: The Guardian's report shall cover the

12 (twelve) month

24 (twenty-four) month or

36 (thirty-six) month

period following the anniversary date of the appointment. The Guardian's report is due within 90 days of the end of the reporting period and shall comply with the requirements of RCW 11.92.040(2).

3.20. Mandatory Lay Guardian Training:

The guardian (s):

is a certified professional guardian and thereby is not required to complete the

required lay guardian training video or web cast.

[] is not a certified professional guardian and:

[] has completed the required [] training video or [] web cast and filed proof with the court.

[] has not completed the required training video or web cast. Within three months of appointment, the guardian shall complete the required training and file proof with the court.

[] the training requirement is waived for good cause.

DATED AND SIGNED IN OPEN COURT THIS ___ DAY OF _____, 20__.

Judge/Court Commissioner

Presented by:

Signature of Pro Se or Attorney

Printed Name of Pro Se or Attorney,
WSBA/CPG #

Address

Telephone/Fax Number

City, State, Zip Code

Email Address