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

In the Guardianship of: _____) Case No.:
)
) ORDER APPOINTING:
) [] LIMITED
) [] FULL GUARDIAN OF PERSON
) AND/OR
) [] LIMITED
) [] FULL GUARDIAN OF ESTATE
)
) (ORAPGD)
)
An Incapacitated Person) **(CLERK’S ACTION REQUIRED**
_____) **Paragraph 3.2, 3.3, 3.4, 3.13, 3.14)**

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;

1 [] The Guardian ad Litem was present. The following other persons were also present at
2 the hearing: _____

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

6 **FINDINGS OF FACT**

7 **1.1 Notices:** All notices required by law have been given and proof of service as required
8 by statute is on file.

9 [] Notice was provided to the Regional Administrator of DSHS pursuant to RCW
10 11.92.150, but DSHS neither appeared at this hearing nor responded to the Petition.

11 [] The Alleged Incapacitated Person is a child and Notice is not required to a Tribe because
12 the child is not subject to the Indian Child Welfare Act, 25 USC 1983 et seq.

13 [] The Alleged Incapacitated Person is a child subject to the Indian Care Welfare Act and
14 notice has been provided to the minor child's Tribe

15 **1.2 Jurisdiction:** The jurisdictional facts set forth in the petition are true and correct, and
16 the Court has jurisdiction over the person and/or estate of the Alleged Incapacitated Person.

17 **1.3 Guardian ad Litem:** The Guardian ad Litem appointed by the Court has filed a report
18 with the Court. The report is complete and complies with all the requirements of RCW
19 11.88.090.

20 **1.4 Alternative Arrangements Made By The Alleged Incapacitated Person:**

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

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

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

1.5 Capacity: The Alleged Incapacitated Person, _____, is

1 [] incapable of managing his or her personal affairs

2 [] incapable of managing his or her financial affairs

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

4 [] person

5 [] estate

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

8 [] person

9 [] estate,

10 in the areas as follows: _____

11
12 **1.6 Guardian:** The proposed Guardian is qualified to act as Guardian of the Person and/or
13 Estate of the Incapacitated Person. Proposed Guardian's address: _____

14 and phone and fax numbers: _____ and e-mail address:
15 _____

15 **1.7 Guardian ad Litem Fees and Costs:**

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

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

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

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

24 **1.8 Bond:** The assets of the Alleged Incapacitated Person:

25 [] Total less than three thousand dollars (\$3,000) and therefore no bond is required.
26

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

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

5 **1.9 Right to Vote: The Alleged Incapacitated Person**

6 [] is

7 [] is not

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

9 _____
10 _____.

11 **CONCLUSIONS OF LAW**

12 **2.1** That _____ is an Incapacitated Person within the
13 meaning of RCW Chapter 11.88, and a

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

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

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

18 **2.2** That the limitations and restrictions placed on the Incapacitated Person should be as
19 follows:

20 [] SHALL NOT HAVE THE RIGHT TO MARRY OR DIVORCE;

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

23 [] SHALL NOT HAVE THE RIGHT TO APPOINT SOMEONE TO ACT
24 ON HIS/HER BEHALF;

25 [] SHALL NOT HAVE THE RIGHT TO SUE AND BE SUED OTHER THAN
26 THROUGH A GUARDIAN;

[] SHALL NOT HAVE THE RIGHT TO POSSESS A LICENSE TO DRIVE;

- 1 SHALL NOT HAVE THE RIGHT TO BUY, SELL, OWN, MORTGAGE, OR
- 2 LEASE PROPERTY;
- 3 SHALL NOT HAVE THE RIGHT TO CONSENT TO OR REFUSE
- 4 MEDICAL TREATMENT;
- 5 SHALL NOT HAVE THE RIGHT TO DECIDE WHO SHALL PROVIDE
- 6 CARE AND ASSISTANCE;
- 7 SHALL NOT HAVE THE RIGHT TO MAKE DECISIONS REGARDING
- 8 SOCIAL ASPECTS OF HIS/HER LIFE;
- 9 SHALL NOT HAVE THE RIGHT TO VOTE OR HOLD AN ELECTED
- OFFICE.

10 **2.3** That the Guardian of the person upon the issuance of Letters, shall have the
11 following authority and responsibilities:

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

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

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

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

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

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

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

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

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

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

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

13 **2.4** That the Guardian of the estate shall have, upon the issuance of letters, the following
14 authority and responsibilities:

15 All of the powers of a Guardian of the estate pursuant to the provisions of Chapter
16 11.92 RCW.

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

22 To locate and gather assets;

23 To enter any safe deposit box(es) held in the name of the incapacitated person
24 (individually or with another), and inventory and/or remove any contents there from, and to
25 maintain and/or close said box(es) or to add items thereto, or to drill open the safe deposit
26 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

1 any such accounts, without the necessity of obtaining the written authority of any other
2 person named on any such joint accounts;

3 To establish guardianship account(s);

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

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

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

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

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

26 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.

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

3 [] bond is waived.

4 If bond is waived, the Guardian is required to report to the Court if the total assets of the
5 Incapacitated Person reaches or exceeds Three Thousand Dollars. Pursuant to RCW
6 11.88.100, the Guardian of the Estate shall file a yearly statement showing the monthly
7 income of the Incapacitated Person if said monthly income, excluding moneys from state or
8 federal benefits, is over the sum of Five Hundred Dollars per month for any three
9 consecutive months.

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

12 **3.5 Report of Substantial Change in Income of Assets:** Within 30 days of any
13 substantial change in the Estate's income or assets, the Guardian of the Estate shall report to
14 the Court and schedule a hearing. The purpose of the hearing will be for the Court to
15 consider changing the bond or making other provision in accordance with RCW 11.88.100.

16 **3.6 Inventory:** Within three months of appointment, the Guardian of the Estate shall file a
17 verified inventory of all the property of the Incapacitated Person, which shall come into the
18 Guardian's possession or knowledge, including a statement of all encumbrances, liens and
19 other secured charges on any item. A review hearing upon filing of the inventory
20 [] is required.

21 [] is not required.

22 **3.7 Disbursements:** On or before the date the inventory is due, the Guardian of the Estate
23 shall also apply to the Court for an Order Authorizing Disbursements on behalf of the
24 Incapacitated Person as required by RCW 11.92.040.

25 **3.8 Personal Care Plan:** The Guardian of the Person shall complete and file within three
26 (3) months after appointment a Personal Care Plan which shall comply with the
requirements of RCW 11.92.043(1).

1 **3.9 Status of Incapacitated Person:** Unless otherwise ordered, the Guardian of the Person
2 shall file an annual report on the status of the Incapacitated Person that shall comply with the
3 requirements of RCW 11.92.043(2).

4 **3.10 Substantial Change in Condition or Residence:** The Guardian of the Person shall
5 report to the Court within thirty (30) days any substantial change in the Incapacitated
6 Person's condition, or any change in residence of the Incapacitated Person.

7 **3.11 Designation of Standby Guardian:** Within three months, the Guardian shall file a
8 written designation of a standby Guardian that complies with the requirements of RCW
9 11.88.125.

10 **3.12 Authority for Investment and Expenditure:** No investments shall be made without
11 prior order of the court in any property other than unconditional interest bearing obligations
12 of this state or of the United States and in obligations the interest and principal of which are
13 unconditionally guaranteed by the United States, and in share accounts or deposits which are
14 insured by an agency of the United States government.

15 **3.13 Duration of Guardianship:** This Guardianship shall continue in effect:

16 [] until _____ [date]; OR

17 [] until terminated pursuant to RCW 11.88.140;

18 [] the necessity for the Guardianship to continue shall be periodically reviewed.

19 **3.14 Discharge/Retention of Guardian ad Litem:**

20 [] The Guardian ad Litem is discharged; or

21 [] The Guardian ad Litem shall continue performing further duties or obligations as
22 follows: _____

23 _____
24 _____

25 **3.15 Notice of Right to Receive Pleadings:** The following persons are described in RCW
26 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*

1 *to list all the individuals entitled to receive the right to file a notice, please list the names on*
2 *a separate piece of paper and attach it to this Order):*

3 **3.16 Guardian Fees:**

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

8 **3.17 Guardian ad Litem Fee:**

9 Fees and costs are approved as reasonable; OR

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

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

15 Guardianship estate assets

16 OR

17 other source(s) as follows: _____.

18 **19. Guardian's Report:** The Guardian's report shall cover the

19 12 (twelve) month

20 24 (twenty-four) month or

21 36 (thirty-six) month

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

25 DATED AND SIGNED IN OPEN COURT THIS ___ DAY OF _____, 200_.

26 _____
Judge/Court Commissioner

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Presented by:

Signature of Attorney

Printed Name of Attorney, WSBA/CPG #

Address

Telephone/Fax Number

City, State, Zip Code

Email Address