

1 fact, or otherwise. The term includes an original agent, coagent,
2 successor agent, and a person to which an agent's authority is
3 delegated.

4 (2) "Durable," with respect to a power of attorney, means not
5 terminated by the principal's incapacity.

6 (3) "Electronic" means relating to technology having electrical,
7 digital, magnetic, wireless, optical, electromagnetic, or similar
8 capabilities.

9 (4) "Good faith" means honesty in fact.

10 (5) "Incapacity" means inability of an individual to manage
11 property, business, personal, or health care affairs because the
12 individual:

13 (a) Has an impairment in the ability to receive and evaluate
14 information or make or communicate decisions even with the use of
15 technological assistance; or

16 (b) Is:

17 (i) An absentee, as defined in chapter 11.80 RCW; or

18 (ii) Outside the United States and unable to return.

19 (6) "Person" means an individual, corporation, business trust,
20 estate, trust, partnership, limited liability company, association,
21 joint venture, public corporation, government or governmental
22 subdivision, agency, or instrumentality, or any other legal or
23 commercial entity.

24 (7) "Power of attorney" means a writing that uses the term "power
25 of attorney" and grants authority to an agent to act in the place of
26 the principal.

27 (8) "Presently exercisable general power of appointment," with
28 respect to property or a property interest subject to a power of
29 appointment, means power exercisable at the time in question to vest
30 absolute ownership in the principal individually, the principal's
31 estate, the principal's creditors, or the creditors of the principal's
32 estate. The term includes a power of appointment not exercisable until
33 the occurrence of a specified event, the satisfaction of an
34 ascertainable standard, or the passage of a specified period only after
35 the occurrence of the specified event, the satisfaction of the
36 ascertainable standard, or the passage of the specified period. The
37 term does not include a power exercisable in a fiduciary capacity or
38 only by will.

1 (9) "Principal" means an individual who grants authority to an
2 agent in a power of attorney.

3 (10) "Property" means anything that may be the subject of
4 ownership, whether real or personal, legal or equitable, tangible or
5 intangible, or any interest or right therein.

6 (11) "State" means a state of the United States, the District of
7 Columbia, Puerto Rico, the United States Virgin Islands, or any
8 territory or insular possession subject to the jurisdiction of the
9 United States.

10 (12) "Stocks, bonds, and financial instruments" means stocks,
11 bonds, mutual funds, and all other types of securities and financial
12 instruments, whether held directly, indirectly, or in any other manner.
13 The term shall also include but not be limited to commodity futures
14 contracts, call or put options on stocks or stock indexes, derivatives,
15 and margin accounts.

16 NEW SECTION. **Sec. 103.** (1) This chapter applies to all powers of
17 attorney except:

18 (a) A power to the extent it is coupled with an interest in the
19 subject of the power, including a power given to or for the benefit of
20 a creditor in connection with a credit transaction;

21 (b) A proxy or other delegation to exercise voting rights or
22 management rights with respect to an entity; and

23 (c) A power created on a form prescribed by a government or
24 governmental subdivision, agency, or instrumentality for a governmental
25 purpose.

26 (2) Notwithstanding subsection (1) of this section, section 117 of
27 this act shall not apply to a power to make health care decisions under
28 sections 217 and 218 of this act, nor shall it apply to the power to
29 nominate a guardian for a minor child under section 218 of this act.

30 NEW SECTION. **Sec. 104.** A power of attorney created on or after
31 the effective date of this section is durable unless it expressly
32 provides that it is terminated by the incapacity of the principal. The
33 authority conferred under a power of attorney created prior to the
34 effective date of this section terminates upon the incapacity of the
35 principal unless the writing contains the words "This power of attorney
36 shall not be affected by disability of the principal," or "This power

1 of attorney shall become effective upon the disability of the
2 principal," or similar words showing the intent of the principal that
3 the authority conferred shall be exercisable notwithstanding the
4 principal's incapacity.

5 NEW SECTION. **Sec. 105.** (1) A power of attorney must be signed and
6 dated by the principal, and the signature must be either acknowledged
7 before a notary public or other individual authorized by law to take
8 acknowledgments, or attested by two or more competent witnesses who are
9 neither home care providers for the principal nor care providers at an
10 adult family home or long-term care facility in which the principal
11 resides, and who are unrelated to the principal or agent by blood,
12 marriage, or state registered domestic partnership, by subscribing
13 their names to the power of attorney, while in the presence of the
14 principal and at the principal's direction or request.

15 (2) A power of attorney shall be considered signed in accordance
16 with this section if, in the case of a principal who is physically
17 unable to sign his or her name, the principal makes a mark in
18 accordance with RCW 11.12.030, or in the case of a principal who is
19 physically unable to make a mark, the power of attorney is executed in
20 accordance with RCW 64.08.100.

21 (3) A signature on a power of attorney is presumed to be genuine if
22 the principal acknowledges the signature before a notary public or
23 other individual authorized by law to take acknowledgments.

24 NEW SECTION. **Sec. 106.** (1) A power of attorney executed in this
25 state on or after the effective date of this section is valid if its
26 execution complies with section 105 of this act.

27 (2) A power of attorney executed in this state before the effective
28 date of this section is valid if its execution complied with the law of
29 this state as it existed at the time of execution.

30 (3) A power of attorney executed other than in this state is valid
31 in this state if, when the power of attorney was executed, the
32 execution complied with:

33 (a) The law of the jurisdiction that determines the meaning and
34 effect of the power of attorney pursuant to section 107 of this act; or

35 (b) The requirements for a military power of attorney pursuant to
36 10 U.S.C. Sec. 1044b, as amended.

1 (4) Except as otherwise provided by statute other than this act, a
2 photocopy or electronically transmitted copy of an original power of
3 attorney has the same effect as the original.

4 NEW SECTION. **Sec. 107.** The meaning and effect of a power of
5 attorney is determined by the law of the jurisdiction indicated in the
6 power of attorney and, in the absence of an indication of jurisdiction,
7 by the law of the jurisdiction in which the power of attorney was
8 executed.

9 NEW SECTION. **Sec. 108.** (1) In a power of attorney, a principal
10 may nominate a guardian of the principal's estate or guardian of the
11 principal's person for consideration by the court if protective
12 proceedings for the principal's estate or person are begun after the
13 principal executes the power of attorney. Except for good cause shown
14 or disqualification, the court shall make its appointment in accordance
15 with the principal's most recent nomination.

16 (2) If, after a principal executes a power of attorney, a court
17 appoints a guardian of the principal's estate or other fiduciary
18 charged with the management of all of the principal's property, the
19 power of attorney is terminated and the agent's authority does not
20 continue unless continued by the court.

21 (3) If, after a principal executes a power of attorney, a court
22 appoints a guardian of the principal's estate or other fiduciary
23 charged with the management of some but not all of the principal's
24 property, the power of attorney shall not terminate or be modified,
25 except to the extent ordered by the court.

26 NEW SECTION. **Sec. 109.** (1) A power of attorney is effective when
27 executed unless the principal provides in the power of attorney that it
28 becomes effective at a future date or upon the occurrence of a future
29 event or contingency.

30 (2) If a power of attorney becomes effective upon the occurrence of
31 a future event or contingency, the principal, in the power of attorney,
32 may authorize one or more persons to determine in a writing that the
33 event or contingency has occurred.

34 (3) If a power of attorney becomes effective upon the principal's
35 incapacity and the principal has not authorized a person to determine

1 whether the principal is incapacitated, or the person authorized is
2 unable or unwilling to make the determination, the power of attorney
3 becomes effective upon a determination in a writing by:

4 (a) A physician or licensed psychologist, unrelated to the
5 principal or agent by blood or marriage, who has personally examined
6 the principal, that the principal is incapacitated within the meaning
7 of section 102(5)(a) of this act; or

8 (b) A judge or an appropriate governmental official that the
9 principal is incapacitated within the meaning of section 102(5)(b) of
10 this act.

11 (4) A person authorized by the principal in the power of attorney
12 to determine that the principal is incapacitated may act as the
13 principal's personal representative pursuant to the health insurance
14 portability and accountability act, sections 1171 through 1179 of the
15 social security act, 42 U.S.C. Sec. 1320d, as amended, and applicable
16 regulations, to obtain access to the principal's health care
17 information and communicate with the principal's health care provider.

18 NEW SECTION. **Sec. 110.** (1) A power of attorney terminates when:

19 (a) The principal dies;

20 (b) The principal becomes incapacitated, if the power of attorney
21 is not durable;

22 (c) The principal revokes the power of attorney;

23 (d) The power of attorney provides that it terminates;

24 (e) The purpose of the power of attorney is accomplished; or

25 (f) The principal revokes the agent's authority or the agent dies,
26 becomes incapacitated, or resigns, and the power of attorney does not
27 provide for another agent to act under the power of attorney.

28 (2) An agent's authority terminates when:

29 (a) The principal revokes the authority;

30 (b) The agent dies, becomes incapacitated, or resigns;

31 (c) An action is filed for the dissolution or annulment of the
32 agent's marriage to the principal or for their legal separation, or an
33 action is filed for dissolution or annulment of the agent's state
34 registered domestic partnership with the principal or for their legal
35 separation, unless the power of attorney otherwise provides; or

36 (d) The power of attorney terminates.

1 (3) An agent's authority which has been terminated under subsection
2 (2)(c) of this section shall be reinstated effective immediately in the
3 event that such action is dismissed with the consent of both parties or
4 the petition for dissolution, annulment, or legal separation is
5 withdrawn.

6 (4) Unless the power of attorney otherwise provides, an agent's
7 authority is exercisable until the authority terminates under
8 subsection (2) of this section, notwithstanding a lapse of time since
9 the execution of the power of attorney.

10 (5) Termination of an agent's authority or of a power of attorney
11 is not effective as to the agent or another person that, without actual
12 knowledge of the termination, acts in good faith under the power of
13 attorney. An act so performed, unless otherwise invalid or
14 unenforceable, binds the principal and the principal's successors in
15 interest.

16 (6) Incapacity of the principal of a power of attorney that is not
17 durable does not revoke or terminate the power of attorney as to an
18 agent or other person that, without actual knowledge of the incapacity,
19 acts in good faith under the power of attorney. An act so performed,
20 unless otherwise invalid or unenforceable, binds the principal and the
21 principal's successors in interest.

22 (7) The execution of a power of attorney does not revoke a power of
23 attorney previously executed by the principal unless the subsequent
24 power of attorney provides that the previous power of attorney is
25 revoked or that all other powers of attorney are revoked.

26 NEW SECTION. **Sec. 111.** (1) A principal may designate in a power
27 of attorney two or more persons to act as coagents. Unless the power
28 of attorney otherwise provides, all coagents must exercise their
29 authority jointly; provided, however, a coagent may delegate that
30 coagent's authority to another coagent.

31 (2) A principal may designate one or more successor agents to act
32 if an agent resigns, dies, becomes incapacitated, is not qualified to
33 serve, or declines to serve. A principal may grant authority to
34 designate one or more successor agents to an agent or other person
35 designated by name, office, or function. Unless the power of attorney
36 otherwise provides, a successor agent:

1 (a) Has the same authority as that granted to the original agent;
2 and

3 (b) May not act until all predecessor agents have resigned, died,
4 become incapacitated, are no longer qualified to serve, or have
5 declined to serve.

6 (3) Except as otherwise provided in the power of attorney and
7 subsection (4) of this section, an agent that does not participate in
8 or conceal a breach of fiduciary duty committed by another agent,
9 including a predecessor agent, is not liable for the actions of the
10 other agent.

11 (4) An agent that has actual knowledge of a breach or imminent
12 breach of fiduciary duty by another agent shall notify the principal
13 and, if the principal is incapacitated, take any action reasonably
14 appropriate in the circumstances to safeguard the principal's best
15 interest. An agent that fails to notify the principal or take action
16 as required by this subsection is liable for the reasonably foreseeable
17 damages that could have been avoided if the agent had notified the
18 principal or taken such action.

19 NEW SECTION. **Sec. 112.** Unless the power of attorney otherwise
20 provides, an agent is entitled to reimbursement of expenses reasonably
21 incurred on behalf of the principal and to reasonable compensation.

22 NEW SECTION. **Sec. 113.** Except as otherwise provided in the power
23 of attorney, a person accepts appointment as an agent under a power of
24 attorney by exercising authority or performing duties as an agent or by
25 any other assertion or conduct indicating acceptance.

26 NEW SECTION. **Sec. 114.** (1) Notwithstanding provisions in the
27 power of attorney, an agent that has accepted appointment shall:

28 (a) Act in accordance with the principal's reasonable expectations
29 to the extent actually known by the agent and, otherwise, in the
30 principal's best interest;

31 (b) Act in good faith; and

32 (c) Act only within the scope of authority granted in the power of
33 attorney.

34 (2) Except as otherwise provided in the power of attorney, an agent
35 that has accepted appointment shall:

- 1 (a) Act loyally for the principal's benefit;
- 2 (b) Act so as not to create a conflict of interest that impairs the
3 agent's ability to act impartially in the principal's best interest;
- 4 (c) Act with the care, competence, and diligence ordinarily
5 exercised by agents in similar circumstances;
- 6 (d) Keep a record of all receipts, disbursements, and transactions
7 made on behalf of the principal;
- 8 (e) Cooperate with a person that has authority to make health care
9 decisions for the principal to carry out the principal's reasonable
10 expectations to the extent actually known by the agent and, otherwise,
11 act in the principal's best interest; and
- 12 (f) Attempt to preserve the principal's estate plan, to the extent
13 actually known by the agent, if preserving the plan is consistent with
14 the principal's best interest based on all relevant factors, including:
- 15 (i) The value and nature of the principal's property;
- 16 (ii) The principal's foreseeable obligations and need for
17 maintenance;
- 18 (iii) Minimization of taxes, including income, estate, inheritance,
19 generation-skipping transfer, and gift taxes; and
- 20 (iv) Eligibility for a benefit, a program, or assistance under a
21 statute or rule.
- 22 (3) An agent that acts in good faith is not liable to any
23 beneficiary of the principal's estate plan for failure to preserve the
24 plan.
- 25 (4) An agent that acts with care, competence, and diligence for the
26 best interest of the principal is not liable solely because the agent
27 also benefits from the act or has an individual or conflicting interest
28 in relation to the property or affairs of the principal.
- 29 (5) If an agent is selected by the principal because of special
30 skills or expertise possessed by the agent or in reliance on the
31 agent's representation that the agent has special skills or expertise,
32 the special skills or expertise must be considered in determining
33 whether the agent has acted with care, competence, and diligence under
34 the circumstances.
- 35 (6) Absent a breach of duty to the principal, an agent is not
36 liable if the value of the principal's property declines.
- 37 (7) An agent that engages another person on behalf of the principal
38 is not liable for an act, error of judgment, or default of that person

1 if the agent exercises care, competence, and diligence in selecting and
2 monitoring the person, provided however that the agent shall not be
3 relieved of liability for such person's discretionary acts, that, if
4 done by the agent, would result in liability to the agent.

5 (8) Unless section 111(1) of this act applies, an agent may only
6 delegate authority to another person if expressly authorized to do so
7 in the power of attorney and may delegate some, but not all, of the
8 authority granted by the principal. An agent that exercises authority
9 to delegate to another person the authority granted by the principal is
10 not liable for an act, error of judgment, or default of that person if
11 the agent exercises care, competence, and diligence in selecting and
12 monitoring the person, provided however that the agent shall not be
13 relieved of liability for such person's discretionary acts, that, if
14 done by the agent, would result in liability to the agent.

15 (9) Except as otherwise provided in the power of attorney, an agent
16 is not required to disclose receipts, disbursements, or transactions
17 conducted on behalf of the principal unless ordered by a court or
18 requested in writing by the principal, a guardian, a conservator,
19 another fiduciary acting for the principal, a governmental agency
20 having authority to protect the welfare of the principal, or, upon the
21 death of the principal, by the personal representative or successor in
22 interest of the principal's estate. Such request by a guardian,
23 conservator, or another fiduciary acting for the principal must be
24 limited to information reasonably related to that guardian,
25 conservator, or fiduciary's duties. If so requested, within thirty
26 days the agent shall comply with the request or provide a writing or
27 other record substantiating why additional time is needed and shall
28 comply with the request within an additional thirty days.

29 NEW SECTION. **Sec. 115.** A provision in a power of attorney
30 relieving an agent of liability for breach of duty is binding on the
31 principal and the principal's successors in interest except to the
32 extent the provision:

33 (1) Relieves the agent of liability for breach of duty committed
34 dishonestly, with an improper motive, or with gross negligence to the
35 purposes of the power of attorney or the best interest of the
36 principal; or

1 (2) Was inserted as a result of an abuse of a confidential or
2 fiduciary relationship with the principal.

3 NEW SECTION. **Sec. 116.** (1) Except as otherwise provided in the
4 power of attorney, the following persons may bring a petition described
5 in subsection (2) of this section:

6 (a) The principal or the agent;

7 (b) The spouse or state registered domestic partner of the
8 principal;

9 (c) The guardian of the estate or person of the principal;

10 (d) Any other interested person, as long as the person demonstrates
11 to the court's satisfaction that the person is interested in the
12 welfare of the principal and has a good faith belief that the court's
13 intervention is necessary, and that the principal is incapacitated at
14 the time of filing the petition or otherwise unable to protect his or
15 her own interests; and

16 (e) A person asked to accept the power of attorney.

17 (2) A person designated in subsection (1) of this section may file
18 a petition requesting the court to construe a power of attorney or
19 grant any other appropriate relief, including but not limited to:

20 (a) Determination of whether the power of attorney is in effect or
21 has terminated;

22 (b) Compelling the agent to submit the agent's accounts or report
23 the agent's acts as agent to the principal, the spouse or state
24 registered domestic partner of the principal, the guardian of the
25 person or the estate of the principal, or to any other person required
26 by the court in its discretion, if the agent has not timely complied
27 with a request under section 114(9) of this act. However, a government
28 agency having authority to protect the welfare of the principal may
29 file a petition upon the agent's refusal or failure to submit an
30 accounting upon written request and shall not be required to wait sixty
31 days;

32 (c) Ratification of past acts or approval of proposed acts of the
33 agent;

34 (d) Issuance of an order directing the agent to exercise or refrain
35 from exercising authority in a power of attorney in a particular manner
36 or for a particular purpose;

1 (e) Modification of the authority of an agent under a power of
2 attorney;

3 (f) Removal of the agent on a determination by the court of both of
4 the following:

5 (i) Determination that the agent has violated or is unfit to
6 perform the fiduciary duties under the power of attorney; and

7 (ii) Determination that the removal of the agent is in the best
8 interest of the principal;

9 (g) Approval of the resignation of the agent and approval of the
10 final accountings of the resigning agent if submitted, subject to any
11 orders the court determines are necessary to protect the principal's
12 interests;

13 (h) Confirmation of the authority of a successor agent to act under
14 a power of attorney upon removal or resignation of the previous agent;

15 (i) Compelling a third person to honor the authority of an agent,
16 provided that a third person may not be compelled to honor the agent's
17 authority if the principal could not compel the third person to act in
18 the same circumstances;

19 (j) Order the agent to furnish a bond in an amount the court
20 determines to be appropriate.

21 (3) Any action commenced under this section shall be subject to the
22 notice requirements of chapter 11.96A RCW.

23 (4) Upon motion by the principal, the court shall dismiss a
24 petition filed under this section, unless the court finds that the
25 principal lacks capacity to revoke the agent's authority or the power
26 of attorney.

27 (5) Except as otherwise provided in section 120(3)(b) of this act,
28 any action commenced under this section shall be subject to the
29 provisions of RCW 11.96A.150.

30 NEW SECTION. **Sec. 117.** An agent that violates this chapter is
31 liable to the principal or the principal's successors in interest for
32 the amount required to restore the value of the principal's property to
33 what it would have been had the violation not occurred.

34 NEW SECTION. **Sec. 118.** Unless the power of attorney has been
35 terminated in accordance with section 108 of this act, or the power of

1 attorney provides a different method for an agent's resignation, an
2 agent may resign by giving notice to the principal and, if the
3 principal is incapacitated:

4 (1) To the conservator or guardian, if one has been appointed for
5 the principal, and a coagent or successor agent, if designated; or

6 (2) If there is no person described in subsection (1) of this
7 section:

8 (a) To any person reasonably believed by the agent to have
9 sufficient interest in the principal's welfare;

10 (b) To a governmental agency having authority to protect the
11 welfare of the principal; or

12 (c) By filing notice with the county recorder's office in the
13 county where the principal resides.

14 NEW SECTION. **Sec. 119.** (1) For purposes of this section and
15 section 120 of this act, "acknowledged" means purportedly verified
16 before a notary public or other individual authorized to take
17 acknowledgments.

18 (2) A person that in good faith accepts an acknowledged power of
19 attorney without actual knowledge that the signature is not genuine may
20 rely upon the presumption under section 105 of this act that the
21 signature is genuine.

22 (3) A person that in good faith accepts an acknowledged power of
23 attorney without actual knowledge that the power of attorney is void,
24 invalid, or terminated, that the purported agent's authority is void,
25 invalid, or terminated, or that the agent is exceeding or improperly
26 exercising the agent's authority may rely upon the power of attorney as
27 if the power of attorney were genuine, valid and still in effect, the
28 agent's authority were genuine, valid and still in effect, and the
29 agent had not exceeded and had properly exercised the authority.

30 (4) A person that is asked to accept an acknowledged power of
31 attorney may request, and rely upon, without further investigation:

32 (a) An agent's certification given under penalty of perjury meeting
33 the requirements of subsection (5) of this section; and

34 (b) An English translation of the power of attorney if the power of
35 attorney contains, in whole or in part, language other than English.

36 (5) A certification presented pursuant to subsection (4) of this
37 section or pursuant to section 120 of this act shall state that:

1 (a) The person presenting himself or herself as the agent and
2 signing the affidavit or declaration is the person so named in the
3 power of attorney;

4 (b) If the agent is named in the power of attorney as a successor
5 agent, the circumstances or conditions stated in the power of attorney
6 that would cause that person to become the acting agent have occurred;

7 (c) To the best of the agent's knowledge, the principal is still
8 alive;

9 (d) To the best of the agent's knowledge, at the time the power of
10 attorney was signed, the principal was competent to execute the
11 document and was not under undue influence to sign the document;

12 (e) All events necessary to making the power of attorney effective
13 have occurred;

14 (f) The agent does not have actual knowledge of the revocation,
15 termination, limitation, or modification of the power of attorney or of
16 the agent's authority;

17 (g) The agent does not have actual knowledge of the existence of
18 other circumstances that would limit, modify, revoke, or terminate the
19 power of attorney or the agent's authority to take the proposed action;

20 (h) If the agent was married to or in a state registered domestic
21 partnership with the principal at the time of execution of the power of
22 attorney, then at the time of signing the affidavit or declaration, the
23 marriage or state registered domestic partnership of the principal and
24 the agent has not been dissolved or declared invalid; and

25 (i) The agent is acting in good faith pursuant to the authority
26 given under the power of attorney.

27 (6) An English translation requested under this section must be
28 provided at the principal's expense unless the request is made more
29 than seven business days after the power of attorney is presented for
30 acceptance.

31 (7) For purposes of this section and section 120 of this act, a
32 person that conducts activities through employees is without actual
33 knowledge of a fact relating to a power of attorney, a principal, or an
34 agent if the employee conducting the transaction involving the power of
35 attorney is without actual knowledge of the fact.

36 NEW SECTION. **Sec. 120.** (1) Except as otherwise provided in
37 subsection (2) of this section:

1 (a) A person shall either accept an acknowledged power of attorney
2 or request a certification or a translation no later than seven
3 business days after presentation of the power of attorney for
4 acceptance;

5 (b) If a person requests a certification or a translation, the
6 person shall accept the power of attorney no later than five business
7 days after receipt of the certification or translation; and

8 (c) A person may not require an additional or different form of
9 power of attorney for authority granted in the power of attorney
10 presented.

11 (2) A person is not required to accept an acknowledged power of
12 attorney if:

13 (a) The person is not otherwise required to engage in a transaction
14 with the principal in the same circumstances;

15 (b) Engaging in a transaction with the agent or the principal in
16 the same circumstances would be inconsistent with federal law;

17 (c) The person has actual knowledge of the termination of the
18 agent's authority or of the power of attorney before exercise of the
19 power;

20 (d) A request for a certification or a translation is refused;

21 (e) The person in good faith believes that the power is not valid
22 or that the agent does not have the authority to perform the act
23 requested, whether or not a certification or a translation has been
24 requested or provided; or

25 (f) The person makes, or has actual knowledge that another person
26 has made, a report to the department of social and health services
27 stating a good faith belief that the principal may be subject to
28 physical or financial abuse, neglect, exploitation, or abandonment by
29 the agent or a person acting for or with the agent.

30 (3) A person that refuses in violation of this section to accept an
31 acknowledged power of attorney is subject to:

32 (a) A court order mandating acceptance of the power of attorney;
33 and

34 (b) Liability for reasonable attorneys' fees and costs incurred in
35 any action or proceeding that confirms the validity of the power of
36 attorney or mandates acceptance of the power of attorney.

1 (2) Notwithstanding the provisions of subsection (1)(a) of this
2 section, an agent may, even in the absence of a specific grant of
3 authority, make transfers of property to any trust that benefits the
4 principal alone and does not have dispositive provisions that are
5 different from those that would have governed the property had it not
6 been transferred into such trust.

7 (3) Notwithstanding the provisions of subsection (1)(b) of this
8 section, an agent may, even in the absence of a specific grant of
9 authority, make any transfer of resources not prohibited under chapter
10 74.09 RCW when the transfer is for the purpose of qualifying the
11 principal for medical assistance or the limited casualty program for
12 the medically needy.

13 (4) Notwithstanding a grant of authority to do an act described in
14 subsection (1) of this section, unless the power of attorney otherwise
15 provides, an agent that is not an ancestor, spouse, state registered
16 domestic partner, or descendant of the principal, may not exercise
17 authority under a power of attorney to create in the agent, or in an
18 individual to whom the agent owes a legal obligation of support, an
19 interest in the principal's property, whether by gift, right of
20 survivorship, beneficiary designation, disclaimer, or otherwise.

21 (5) Unless the power of attorney otherwise provides, a grant of
22 authority to make a gift is subject to section 216 of this act.

23 (6) Subject to subsections (1) through (5) of this section, if the
24 subjects over which authority is granted in a power of attorney are
25 similar or overlap, the broadest authority controls.

26 (7) Authority granted in a power of attorney is exercisable with
27 respect to property that the principal has when the power of attorney
28 is executed or acquires later, whether or not the property is located
29 in this state and whether or not the authority is exercised or the
30 power of attorney is executed in this state.

31 (8) An act performed by an agent pursuant to a power of attorney
32 has the same effect and inures to the benefit of and binds the
33 principal and the principal's successors in interest as if the
34 principal had performed the act.

35 NEW SECTION. **Sec. 202.** (1) Subject to the provisions of section
36 201 of this act, if a power of attorney grants to an agent authority to

1 do all acts that a principal could do or contains words of similar
2 effect, the agent has the general authority described in sections 203
3 through 218 of this act.

4 (2) An agent has authority described in this act if the power of
5 attorney refers to general authority with respect to the descriptive
6 term for the subjects stated in sections 204 through 218 of this act or
7 cites the section in which the authority is described.

8 (3) A reference in a power of attorney to general authority with
9 respect to the descriptive term for a subject in sections 204 through
10 218 of this act or a citation to a section of sections 204 through 218
11 of this act incorporates the entire section as if it were set out in
12 full in the power of attorney.

13 (4) A principal may modify authority incorporated by reference.

14 NEW SECTION. **Sec. 203.** Except as otherwise provided in the power
15 of attorney, by executing a power of attorney that incorporates by
16 reference a subject described in sections 204 through 218 of this act
17 or that grants to an agent authority to do all acts that a principal
18 could do pursuant to section 202(1) of this act, a principal authorizes
19 the agent, with respect to that subject, to:

20 (1) Demand, receive, and obtain by litigation or otherwise,
21 declaratory or injunctive relief, money, or another thing of value to
22 which the principal is, may become, or claims to be entitled, and
23 conserve, invest, disburse, or use anything so received or obtained for
24 the purposes intended;

25 (2) Contract in any manner with any person, on terms agreeable to
26 the agent, to accomplish a purpose of a transaction and perform,
27 rescind, cancel, terminate, reform, restate, release, or modify the
28 contract or another contract made by or on behalf of the principal;

29 (3) Execute, acknowledge, seal, deliver, file, or record any
30 instrument or communication the agent considers desirable to accomplish
31 a purpose of a transaction, including creating at any time a schedule
32 listing some or all of the principal's property and attaching it to the
33 power of attorney;

34 (4) Initiate, participate in, submit to alternative dispute
35 resolution, settle, oppose, or propose or accept a compromise with
36 respect to a claim existing in favor of or against the principal or
37 intervene in litigation relating to the claim;

1 (5) Seek on the principal's behalf the assistance of a court or
2 other governmental agency to carry out an act authorized in the power
3 of attorney;

4 (6) Engage, compensate, and discharge an attorney, accountant,
5 investment manager, expert witness, or other advisor;

6 (7) Prepare, execute, and file a record, report, or other document
7 to safeguard or promote the principal's interest under a statute or
8 regulation;

9 (8) Communicate with any representative or employee of a government
10 or governmental subdivision, agency, or instrumentality, on behalf of
11 the principal;

12 (9) Access communications intended for, and communicate on behalf
13 of the principal, whether by mail, electronic transmission, telephone,
14 or other means; and

15 (10) Do any lawful act with respect to the subject and all property
16 related to the subject.

17 NEW SECTION. **Sec. 204.** Unless the power of attorney otherwise
18 provides, language in a power of attorney granting general authority
19 with respect to real property authorizes the agent to:

20 (1) Demand; buy; sublease; license; receive; accept as a gift or as
21 security for an extension of credit; or otherwise acquire or reject an
22 interest in real property or a right incident to real property;

23 (2) Sell; exchange; convey with or without reservations, covenants,
24 representations, or warranties; quitclaim; release; surrender; retain
25 title for security; encumber; partition; consent to partitioning;
26 subject to an easement or covenant, common interest regime; subdivide;
27 apply for zoning or other governmental permits; plat or consent to
28 platting; develop; grant an option concerning; lease; sublease;
29 license; contribute to an entity in exchange for an interest in that
30 entity; or, subject to section 201 of this act, otherwise grant or
31 dispose of an interest in real property or a right incident to real
32 property;

33 (3) Pledge or mortgage an interest in real property or right
34 incident to real property as security to borrow money or pay, renew,
35 extend the time of payment of a debt of the principal or a debt
36 guaranteed by the principal, or as security for a nonmonetary
37 obligation;

1 (4) Release, assign, satisfy, or enforce by litigation or otherwise
2 a mortgage, deed of trust, conditional sale contract, encumbrance,
3 lien, or other claim to real property which exists or is asserted;

4 (5) Manage or conserve an interest in real property or a right
5 incident to real property owned or claimed to be owned by the
6 principal, including:

7 (a) Insuring against liability or casualty or other loss;

8 (b) Obtaining or regaining possession of or protecting the interest
9 or right by litigation or otherwise;

10 (c) Paying, assessing, compromising, or contesting taxes or
11 assessments or applying for and receiving refunds in connection with
12 them; and

13 (d) Purchasing supplies, hiring assistance or labor, and making
14 repairs or alterations to the real property;

15 (6) Use, develop, alter, replace, remove, erect, or install
16 structures or other improvements upon real property in or incident to
17 which the principal has, or claims to have, an interest or right;

18 (7) Participate in a reorganization with respect to real property
19 or an entity that owns an interest in or right incident to real
20 property and receive, and hold, and act with respect to stocks and
21 bonds or other property received in a plan of reorganization,
22 including:

23 (a) Selling or otherwise disposing of them;

24 (b) Exercising or selling an option, right of conversion, or
25 similar right with respect to them; and

26 (c) Exercising any voting rights in person or by proxy;

27 (8) Change the form of title of an interest in or right incident to
28 real property; and

29 (9) Dedicate to public use, with or without consideration,
30 easements or other real property in which the principal has, or claims
31 to have, an interest.

32 NEW SECTION. **Sec. 205.** Unless the power of attorney otherwise
33 provides, language in a power of attorney granting general authority
34 with respect to tangible personal property authorizes the agent to:

35 (1) Demand, buy, receive, accept as a gift or as security for an
36 extension of credit, or otherwise acquire or reject ownership or

1 possession of tangible personal property or an interest in tangible
2 personal property;

3 (2) Sell; exchange; convey with or without covenants,
4 representations, or warranties; quitclaim; release; surrender; create
5 a security interest in; grant options concerning; lease; sublease; or,
6 otherwise dispose of tangible personal property or an interest in
7 tangible personal property;

8 (3) Grant a security interest in tangible personal property or an
9 interest in tangible personal property as security to borrow money or
10 pay, renew, or extend the time of payment of a debt of the principal or
11 a debt guaranteed by the principal;

12 (4) Release, assign, satisfy, or enforce by litigation or
13 otherwise, a security interest, lien, or other claim on behalf of the
14 principal, with respect to tangible personal property or an interest in
15 tangible personal property;

16 (5) Manage or conserve tangible personal property or an interest in
17 tangible personal property on behalf of the principal, including:

18 (a) Insuring against liability or casualty or other loss;

19 (b) Obtaining or regaining possession of or protecting the property
20 or interest, by litigation or otherwise;

21 (c) Paying, assessing, compromising, or contesting taxes or
22 assessments or applying for and receiving refunds in connection with
23 taxes or assessments;

24 (d) Moving the property from place to place;

25 (e) Storing the property for hire or on a gratuitous bailment; and

26 (f) Using and making repairs, alterations, or improvements to the
27 property; and

28 (6) Change the form of title of an interest in tangible personal
29 property.

30 NEW SECTION. **Sec. 206.** Unless the power of attorney otherwise
31 provides, language in a power of attorney granting general authority
32 with respect to stocks, bonds, and financial instruments authorizes the
33 agent to:

34 (1) Buy, sell, and exchange stocks, bonds, and financial
35 instruments;

36 (2) Establish, continue, modify, or terminate an account with
37 respect to stocks, bonds, and financial instruments;

1 (3) Pledge stocks, bonds, and financial instruments as security to
2 borrow, pay, renew, or extend the time of payment of a debt of the
3 principal;

4 (4) Receive certificates and other evidences of ownership with
5 respect to stocks, bonds, and financial instruments;

6 (5) Exercise voting rights with respect to stocks, bonds, and
7 financial instruments in person or by proxy, enter into voting trusts,
8 and consent to limitations on the right to vote;

9 (6) Buy, sell, exchange, assign, settle, and exercise commodity
10 futures contracts and call or put options on stocks or stock indexes
11 traded on a regulated option exchange; and

12 (7) Establish, continue, modify, and terminate option accounts.

13 NEW SECTION. **Sec. 207.** Except as otherwise expressly provided in
14 this act and in chapter 30.22 RCW, unless the power of attorney
15 otherwise provides, language in a power of attorney granting general
16 authority with respect to banks and other financial institutions
17 authorizes the agent to:

18 (1) Continue, modify, and terminate an account or other banking
19 arrangement made by or on behalf of the principal;

20 (2) Establish, modify, and terminate an account or other banking
21 arrangement with a bank, trust company, savings and loan association,
22 credit union, thrift company, brokerage firm, or other financial
23 institution selected by the agent;

24 (3) Contract for services available from a financial institution,
25 including renting a safe deposit box or space in a vault;

26 (4) Withdraw, by check, order, electronic funds transfer, or
27 otherwise, money or property of the principal deposited with or left in
28 the custody of a financial institution;

29 (5) Receive statements of account, vouchers, notices, and similar
30 documents from a financial institution and act with respect to them;

31 (6) Enter a safe deposit box or vault and withdraw or add to the
32 contents;

33 (7) Borrow money and pledge as security personal property of the
34 principal necessary to borrow money or pay, renew, or extend the time
35 of payment of a debt of the principal or a debt guaranteed by the
36 principal;

1 (8) Make, assign, draw, endorse, discount, guarantee, and negotiate
2 promissory notes, checks, drafts, and other negotiable or nonnegotiable
3 paper of the principal or payable to the principal or the principal's
4 order, transfer money, receive the cash or other proceeds of those
5 transactions, and accept a draft drawn by a person upon the principal
6 and pay it when due;

7 (9) Receive for the principal and act upon a sight draft, warehouse
8 receipt, or other document of title whether tangible or electronic, or
9 other negotiable or nonnegotiable instrument;

10 (10) Apply for, receive, and use letters of credit, credit and
11 debit cards, electronic transaction authorizations, and traveler's
12 checks from a financial institution and give an indemnity or other
13 agreement in connection with letters of credit; and

14 (11) Consent to an extension of the time of payment with respect to
15 commercial paper or a financial transaction with a financial
16 institution.

17 NEW SECTION. **Sec. 208.** Subject to the terms of a document or an
18 agreement governing an entity or an entity ownership interest, and
19 unless the power of attorney otherwise provides, language in a power of
20 attorney granting general authority with respect to operation of an
21 entity or business authorizes the agent to:

22 (1) Operate, buy, sell, enlarge, reduce, or terminate an ownership
23 interest;

24 (2) Perform a duty or discharge a liability and exercise in person
25 or by proxy a right, power, privilege, or option that the principal
26 has, may have, or claims to have;

27 (3) Enforce the terms of an ownership agreement;

28 (4) Initiate, participate in, submit to alternative dispute
29 resolution, settle, oppose, or propose or accept a compromise with
30 respect to litigation to which the principal is a party because of an
31 ownership interest;

32 (5) Exercise in person or by proxy, or enforce by litigation or
33 otherwise, a right, power, privilege, or option the principal has or
34 claims to have as the holder of stocks, bonds, and financial
35 instruments;

36 (6) Initiate, participate in, submit to alternative dispute

1 resolution, settle, oppose, or propose or accept a compromise with
2 respect to litigation to which the principal is a party concerning
3 stocks, bonds, and financial instruments;

4 (7) With respect to an entity or business owned solely by the
5 principal:

6 (a) Continue, modify, renegotiate, extend, and terminate a contract
7 made by or on behalf of the principal with respect to the entity or
8 business before execution of the power of attorney;

9 (b) Determine:

10 (i) The location of its operation;

11 (ii) The nature and extent of its business;

12 (iii) The methods of manufacturing, selling, merchandising,
13 financing, accounting, and advertising employed in its operation;

14 (iv) The amount and types of insurance carried; and

15 (v) The mode of engaging, compensating, and dealing with its
16 employees and accountants, attorneys, or other advisors;

17 (c) Change the name or form of organization under which the entity
18 or business is operated and enter into an ownership agreement with
19 other persons to take over all or part of the operation of the entity
20 or business; and

21 (d) Demand and receive money due or claimed by the principal or on
22 the principal's behalf in the operation of the entity or business and
23 control and disburse the money in the operation of the entity or
24 business;

25 (8) Put additional capital into an entity or business in which the
26 principal has an interest;

27 (9) Join in a plan of reorganization, consolidation, conversion,
28 domestication, or merger of the entity or business;

29 (10) Sell or liquidate all or part of an entity or business;

30 (11) Establish through agreement or independent appraisal the value
31 of an entity or business to which the principal is a party;

32 (12) Prepare, sign, file, and deliver reports, compilations of
33 information, returns, or other papers with respect to an entity or
34 business and make related payments; and

35 (13) Pay, compromise, or contest taxes, assessments, fines, or
36 penalties and perform any other act to protect the principal from
37 illegal or unnecessary taxation, assessments, fines, or penalties, with

1 respect to an entity or business, including attempts to recover, in any
2 manner permitted by law, money paid before or after the execution of
3 the power of attorney.

4 NEW SECTION. **Sec. 209.** Unless the power of attorney otherwise
5 provides, language in a power of attorney granting general authority
6 with respect to insurance and annuities authorizes the agent to:

7 (1) Continue, pay the premium or make a contribution on, modify,
8 exchange, sell, rescind, release, or terminate a contract procured by
9 or on behalf of the principal which insures or provides an annuity to
10 either the principal or another person, whether or not the principal is
11 a beneficiary under the contract;

12 (2) Procure new, different, and additional contracts of insurance
13 and annuities for the benefit of the principal and the principal's
14 spouse, state registered domestic partner, children, and other
15 dependents, and select the amount, type of insurance or annuity, and
16 mode of payment;

17 (3) Pay the premium or make a contribution on, modify, exchange,
18 rescind, release, or terminate a contract of insurance or annuity
19 procured by the agent;

20 (4) Apply for and receive a loan secured by a contract of insurance
21 or annuity;

22 (5) Surrender and receive the cash surrender value on a contract of
23 insurance or annuity;

24 (6) Exercise an election;

25 (7) Exercise investment powers available under a contract of
26 insurance or annuity;

27 (8) Change the manner of paying premiums on a contract of insurance
28 or annuity;

29 (9) Change or convert the type of insurance or annuity with respect
30 to which the principal has or claims to have authority described in
31 this section;

32 (10) Apply for and procure a benefit or assistance under a statute
33 or regulation to guarantee or pay premiums of a contract of insurance
34 on the life of the principal;

35 (11) Collect, sell, assign, hypothecate, borrow against, or pledge
36 the interest of the principal in a contract of insurance or annuity;

1 (12) Select the form and timing of the payment of proceeds from a
2 contract of insurance or annuity; and

3 (13) Pay, from proceeds or otherwise, compromise or contest, and
4 apply for refunds in connection with, a tax or assessment levied by a
5 taxing authority with respect to a contract of insurance or annuity or
6 its proceeds or liability accruing by reason of the tax or assessment.

7 NEW SECTION. **Sec. 210.** (1) In this section, "estates, trusts, and
8 other beneficial interests" means a trust, probate estate,
9 guardianship, conservatorship, escrow, or custodianship or a fund from
10 which the principal is, may become, or claims to be, entitled to a
11 share or payment.

12 (2) Unless the power of attorney otherwise provides, language in a
13 power of attorney granting general authority with respect to estates,
14 trusts, and other beneficial interests authorizes the agent to:

15 (a) Accept, receive, receipt for, sell, assign, pledge, or exchange
16 a share in or payment from the fund;

17 (b) Demand or obtain money or another thing of value to which the
18 principal is, may become, or claims to be, entitled by reason of the
19 fund, by litigation or otherwise;

20 (c) Exercise for the benefit of the principal a presently
21 exercisable general power of appointment held by the principal;

22 (d) Exercise for the benefit of the principal a presently
23 exercisable limited power of appointment held by the principal;

24 (e) Initiate, participate in, submit to alternative dispute
25 resolution, settle, oppose, or propose or accept a compromise with
26 respect to litigation to ascertain the meaning, validity, or effect of
27 a deed, will, declaration of trust, or other instrument or transaction
28 affecting the interest of the principal;

29 (f) Initiate, participate in, submit to alternative dispute
30 resolution, settle, oppose, or propose or accept a compromise with
31 respect to litigation to remove, substitute, or surcharge a fiduciary,
32 and any other matter as defined under RCW 11.96A.030;

33 (g) Conserve, invest, disburse, or use anything received for an
34 authorized purpose;

35 (h) Transfer an interest of the principal in real property, stocks,
36 bonds, and financial instruments, accounts with financial institutions
37 or securities intermediaries, insurance, annuities, and other property

1 to the trustee of a revocable trust created by the principal as
2 settlor, subject to the limitations in section 201(1) of this section;
3 and

4 (i) Reject, renounce, disclaim, release, or consent to a reduction
5 in or modification of a share in or payment from the fund.

6 NEW SECTION. **Sec. 211.** Unless the power of attorney otherwise
7 provides, language in a power of attorney granting general authority
8 with respect to claims and litigation authorizes the agent, without the
9 need for appointment of a guardian or guardian ad litem under Title 4
10 RCW, to:

11 (1) Assert and maintain before a court or administrative agency a
12 claim, claim for relief, cause of action, counterclaim, offset,
13 recoupment, or defense, including an action to recover property or
14 other thing of value, recover damages sustained by the principal,
15 eliminate or modify tax liability, or seek an injunction, specific
16 performance, or other relief;

17 (2) Bring or defend an action to determine adverse claims or
18 intervene or otherwise participate in litigation;

19 (3) Seek an attachment, garnishment, order of arrest, or other
20 preliminary, provisional, or intermediate relief and use an available
21 procedure to effect or satisfy a judgment, order, or decree;

22 (4) Make or accept a tender, offer of judgment, or admission of
23 facts, submit a controversy on an agreed statement of facts, consent to
24 examination, and bind the principal in litigation;

25 (5) Submit to alternative dispute resolution, settle, and propose
26 or accept a compromise, subject to special proceeding rule 98.16W;

27 (6) Waive the issuance and service of process upon the principal,
28 accept service of process, appear for the principal, designate persons
29 upon which process directed to the principal may be served, execute,
30 and file or deliver stipulations on the principal's behalf, verify
31 pleadings, seek appellate review, procure and give surety and indemnity
32 bonds, contract and pay for the preparation and printing of records and
33 briefs, receive, execute, and file or deliver a consent, waiver,
34 release, confession of judgment, satisfaction of judgment, notice,
35 agreement, or other instrument in connection with the prosecution,
36 settlement, or defense of a claim or litigation;

1 (7) Act for the principal with respect to bankruptcy or insolvency,
2 whether voluntary or involuntary, concerning the principal or some
3 other person, or with respect to a reorganization, receivership, or
4 application for the appointment of a receiver or trustee which affects
5 an interest of the principal in property or other thing of value;

6 (8) Pay a judgment, award, or order against the principal or a
7 settlement made in connection with a claim or litigation; and

8 (9) Receive money or other thing of value paid in settlement of or
9 as proceeds of a claim or litigation.

10 NEW SECTION. **Sec. 212.** (1) Unless the power of attorney otherwise
11 provides, language in a power of attorney granting general authority
12 with respect to personal and family maintenance authorizes the agent
13 to:

14 (a) Perform the acts necessary to maintain the customary standard
15 of living of the principal, the principal's spouse or state registered
16 domestic partner, and the following individuals, whether living when
17 the power of attorney is executed or later born:

18 (i) The principal's children;

19 (ii) Other individuals legally entitled to be supported by the
20 principal; and

21 (iii) The individuals whom the principal has customarily supported
22 or indicated the intent to support;

23 (b) Make periodic payments of child support and other family
24 maintenance required by a court or governmental agency or an agreement
25 to which the principal is a party;

26 (c) Provide living quarters for the individuals described in
27 subsection (1) of this section by:

28 (i) Purchase, lease, or other contract; or

29 (ii) Paying the operating costs, including interest, amortization
30 payments, repairs, improvements, and taxes, for premises owned by the
31 principal or occupied by those individuals;

32 (d) Provide reasonable domestic help, usual vacations and travel
33 expenses, and funds for shelter, clothing, food, appropriate education,
34 including postsecondary and vocational education, and other current
35 living costs for the individuals described in subsection (1) of this
36 section;

1 (e) Pay expenses for necessary health care and custodial care on
2 behalf of the individuals described in subsection (1) of this section;

3 (f) Act as the principal's personal representative pursuant to the
4 health insurance portability and accountability act, sections 1171
5 through 1179 of the social security act, 42 U.S.C. Sec. 1320d, as
6 amended, and applicable regulations, for the limited purpose of making
7 decisions regarding the payment of costs and expenses arising from
8 past, present, or future health care provided to the principal which
9 was consented to by the principal or anyone authorized under the law of
10 this state to consent to health care on behalf of the principal;

11 (g) Continue any provision made by the principal for automobiles or
12 other means of transportation, including registering, licensing,
13 insuring, and replacing them, for the individuals described in
14 subsection (1) of this section;

15 (h) Maintain credit and debit accounts for the convenience of the
16 individuals described in subsection (1) of this section and open new
17 accounts; and

18 (i) Continue payments incidental to the membership or affiliation
19 of the principal in a religious institution, club, society, order, or
20 other organization or to continue contributions to those organizations.

21 (2) Authority with respect to personal and family maintenance is
22 neither dependent upon, nor limited by, authority that an agent may or
23 may not have with respect to gifts under this act.

24 NEW SECTION. **Sec. 213.** (1) In this section, "benefits from
25 governmental programs or civil or military service" means any benefit,
26 program or assistance provided under a statute or regulation including
27 social security, medicare, and medicaid.

28 (2) Unless the power of attorney otherwise provides, language in a
29 power of attorney granting general authority with respect to benefits
30 from governmental programs or civil or military service authorizes the
31 agent to:

32 (a) Execute vouchers in the name of the principal for allowances
33 and reimbursements payable by the United States or a foreign government
34 or by a state or subdivision of a state to the principal, including
35 allowances and reimbursements for transportation of the individuals
36 described in section 212(1)(a) of this act, and for shipment of their
37 household effects;

1 (b) Take possession and order the removal and shipment of property
2 of the principal from a post, warehouse, depot, dock, or other place of
3 storage or safekeeping, either governmental or private, and execute and
4 deliver a release, voucher, receipt, bill of lading, shipping ticket,
5 certificate, or other instrument for that purpose;

6 (c) Enroll in, apply for, select, reject, change, amend, or
7 discontinue, on the principal's behalf, a benefit or program;

8 (d) Prepare, file, and maintain a claim of the principal for a
9 benefit or assistance, financial or otherwise, to which the principal
10 may be entitled under a statute or regulation;

11 (e) Initiate, participate in, submit to alternative dispute
12 resolution, settle, oppose, or propose or accept a compromise with
13 respect to litigation concerning any benefit or assistance the
14 principal may be entitled to receive under a statute or regulation; and

15 (f) Receive the financial proceeds of a claim described in (d) of
16 this subsection and conserve, invest, disburse, or use for a lawful
17 purpose anything so received.

18 NEW SECTION. **Sec. 214.** (1) In this section, "retirement plan"
19 means a plan or account created by an employer, the principal, or
20 another individual to provide retirement benefits or deferred
21 compensation of which the principal is a participant, beneficiary, or
22 owner, including but not limited to a plan or account under the
23 following sections of the internal revenue code:

24 (a) An individual retirement account under internal revenue code
25 section 408, 26 U.S.C. Sec. 408, as amended;

26 (b) A roth individual retirement account under internal revenue
27 code section 408A, 26 U.S.C. Sec. 408A, as amended;

28 (c) A deemed individual retirement account under internal revenue
29 code section 408(q), 26 U.S.C. Sec. 408(q), as amended;

30 (d) An annuity or mutual fund custodial account under internal
31 revenue code section 403(b), 26 U.S.C. Sec. 403(b), as amended;

32 (e) A pension, profit-sharing, stock bonus, or other retirement
33 plan qualified under internal revenue code section 401(a), 26 U.S.C.
34 Sec. 401(a), as amended;

35 (f) A plan under internal revenue code section 457(b), 26 U.S.C.
36 Sec. 457(b), as amended; and

1 (g) A nonqualified deferred compensation plan under internal
2 revenue code section 409A, 26 U.S.C. Sec. 409A, as amended.

3 (2) Unless the power of attorney otherwise provides, language in a
4 power of attorney granting general authority with respect to retirement
5 plans authorizes the agent to:

6 (a) Select the form and timing of payments under a retirement plan
7 and withdraw benefits from a plan;

8 (b) Make a rollover, including a direct trustee-to-trustee
9 rollover, of benefits from one retirement plan to another;

10 (c) Establish a retirement plan in the principal's name;

11 (d) Make contributions to a retirement plan;

12 (e) Exercise investment powers available under a retirement plan;
13 and

14 (f) Borrow from, sell assets to, or purchase assets from a
15 retirement plan.

16 NEW SECTION. **Sec. 215.** Unless the power of attorney otherwise
17 provides, language in a power of attorney granting general authority
18 with respect to taxes authorizes the agent to:

19 (1) Prepare, sign, and file federal, state, local, and foreign
20 income, gift, payroll, property, federal insurance contributions act,
21 and other tax returns, claims for refunds, requests for extension of
22 time, petitions regarding tax matters, and any other tax-related
23 documents, including receipts, offers, waivers, consents, including
24 consents and agreements under internal revenue code section 2032A, 26
25 U.S.C. Sec. 2032A, as amended, closing agreements, and any power of
26 attorney required by the internal revenue service or other taxing
27 authority including, but not limited to, an internal revenue service
28 form 2848 in favor of any third party with respect to a tax year upon
29 which the statute of limitations has not run and the following twenty-
30 five tax years;

31 (2) Pay taxes due, collect refunds, post bonds, receive
32 confidential information, and contest deficiencies determined by the
33 internal revenue service or other taxing authority;

34 (3) Exercise any election available to the principal under federal,
35 state, local, or foreign tax law; and

36 (4) Act for the principal in all tax matters for all periods before
37 the internal revenue service, or other taxing authority.

1 NEW SECTION. **Sec. 216.** (1) In this section, a gift "for the
2 benefit of" a person includes but is not limited to a gift to a trust,
3 an account under the uniform transfers to minors act of any
4 jurisdiction, and a tuition savings account or prepaid tuition plan as
5 defined under internal revenue code section 529, 26 U.S.C. Sec. 529, as
6 amended. Notwithstanding the terms of section 201(1)(a) of this act,
7 the power to make a gift pursuant to section 201(1)(b) of this act
8 shall include the power to create a trust, an account under the uniform
9 transfers to minors act, or a tuition savings account or prepaid
10 tuition plan as defined under internal revenue code section 529, 26
11 U.S.C. Sec. 529, as amended, into which a gift is to be made.

12 (2) Unless the power of attorney otherwise provides, language in a
13 power of attorney granting general authority with respect to gifts
14 authorizes the agent only to:

15 (a) Make outright to, or for the benefit of, a person, a gift of
16 any of the principal's property, including by the exercise of a
17 presently exercisable general power of appointment held by the
18 principal, in an amount per donee not to exceed the annual dollar
19 limits of the federal gift tax exclusion under internal revenue code
20 section 2503(b), 26 U.S.C. Sec. 2503(b), as amended, without regard to
21 whether the federal gift tax exclusion applies to the gift, or if the
22 principal's spouse agrees to consent to a split gift pursuant to
23 internal revenue code section 2513, 26 U.S.C. Sec. 2513, as amended, in
24 an amount per donee not to exceed twice the annual federal gift tax
25 exclusion limit; and

26 (b) Consent, pursuant to internal revenue code section 2513, 26
27 U.S.C. Sec. 2513, as amended, to the splitting of a gift made by the
28 principal's spouse in an amount per donee not to exceed the aggregate
29 annual gift tax exclusions for both spouses.

30 (3) An agent may make a gift outright to, or for the benefit of, a
31 person of the principal's property only as the agent determines is
32 consistent with the principal's objectives if actually known by the
33 agent and, if unknown, as the agent determines is consistent with the
34 principal's best interest based on all relevant factors, including but
35 not limited to:

36 (a) The value and nature of the principal's property;

37 (b) The principal's foreseeable obligations and need for
38 maintenance;

1 (c) Minimization of taxes, including income, estate, inheritance,
2 generation-skipping transfer, and gift taxes;

3 (d) Eligibility for a benefit, a program, or assistance under a
4 statute or rule; and

5 (e) The principal's personal history of making or joining in making
6 gifts.

7 NEW SECTION. **Sec. 217.** Unless the power of attorney otherwise
8 provides, where language in a power of attorney grants general
9 authority with respect to health care matters:

10 (1) The agent shall be authorized to act as the principal's
11 personal representative pursuant to the health insurance portability
12 and accountability act, sections 1171 through 1179 of the social
13 security act, 42 U.S.C. Sec. 1320d, as amended, and applicable
14 regulations for all purposes thereunder, including but not limited to
15 accessing and acquiring the principal's health care related
16 information.

17 (2) The agent shall be authorized to provide informed consent for
18 health care decisions on the principal's behalf. If a principal has
19 appointed more than one agent with authority to make mental health
20 treatment decisions in accordance with a directive under chapter 71.32
21 RCW, to the extent of any conflict, the most recently appointed agent
22 shall be treated as the principal's agent for mental health treatment
23 decisions unless provided otherwise in either appointment.

24 (3) Unless he or she is the spouse, state registered domestic
25 partner, father or mother, or adult child or brother or sister of the
26 principal, none of the following persons may act as the agent for the
27 principal: Any of the principal's physicians, the physicians'
28 employees, or the owners, administrators, or employees of the health
29 care facility or long-term care facility as defined in RCW 43.190.020
30 where the principal resides or receives care. Except when the
31 principal has consented in a mental health advance directive executed
32 under chapter 71.32 RCW to inpatient admission or electroconvulsive
33 therapy, this authorization is subject to the same limitations as those
34 that apply to a guardian under RCW 11.92.043(5) (a) through (c) and
35 11.92.190.

1 I further [certify] that to my knowledge:

2 (1) I am acting in good faith pursuant to the authority given under the power of attorney;

3 (2) The principal is alive and has not terminated, revoked, limited, or modified the power of attorney or my
4 authority to act under the power of attorney; nor has the power of attorney or my authority to act under the power of
5 attorney been terminated, revoked, limited, or modified by any other circumstances;

6 (3) When the power of attorney was signed, the principal was competent to execute it and was not under undue
7 influence to sign;

8 (4) All events necessary to making the power of attorney effective have occurred;

9 (5) If I was married or a registered domestic partner of the principal when the power of attorney was executed,
10 there has been no subsequent dissolution, annulment, or legal separation;

11 (6) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the
12 event or contingency has occurred;

13 (7) If I was named as a successor agent, the prior agent is no longer able or willing to serve, or the conditions
14 stated in the power of attorney that cause me to become the acting agent have occurred; and

15 (8) _____
16 _____
17 _____
18 _____

19 (Insert other relevant statements)

20 **SIGNATURE AND ACKNOWLEDGMENT**

21 _____
22 Agent's Signature Date

23 _____
24 Agent's Name Printed

25 _____
26 _____

27 Agent's Address
28 _____

29 Agent's Telephone Number

30 This document was acknowledged before me on _____,
31 (Date)

32 by _____
33 (Name of Agent)

34 _____ (Seal, if any)
35 Signature of Notary

36 My commission expires: _____

37 [This document prepared by:

1

]

2

PART IV

3 **Sec. 401.** RCW 11.88.080 and 2005 c 97 s 11 are each amended to
4 read as follows:

5 When either parent is deceased, the surviving parent of any minor
6 child or a sole parent of a minor child, may by last will or durable
7 power of attorney nominate a guardian or guardians of the person, or of
8 the estate or both, of a minor child, whether born at the time of
9 executing the instrument or afterwards, to continue during the minority
10 of such child or for any less time. This nomination shall be effective
11 in the event of the death or incapacity of such parent. Every guardian
12 of the estate of a child shall give bond in like manner and with like
13 conditions as required by RCW 11.88.100 and 11.88.110, and he or she
14 shall have the same powers and perform the same duties with regard to
15 the person and estate of the minor as a guardian appointed under this
16 chapter. The court shall confirm the parent's nomination unless the
17 court finds, based upon evidence presented at a hearing on the matter,
18 that the individual nominated in the surviving parent's will or durable
19 power of attorney is not qualified to serve. In the event of a
20 conflict between the provisions of a will nominating a testamentary
21 guardian under the authority of this section and the nomination of a
22 guardian under section 218 of this act, the most recent designation
23 shall control. This section applies to actions commenced under section
24 116 of this act.

25 **Sec. 402.** RCW 11.86.021 and 1989 c 34 s 2 are each amended to read
26 as follows:

27 (1) A beneficiary may disclaim an interest in whole or in part, or
28 with reference to specific parts, shares or assets, in the manner
29 provided in RCW 11.86.031.

30 (2) Likewise, a beneficiary may so disclaim through an agent or
31 attorney so authorized by written instrument.

32 (3) A personal representative, guardian, attorney-in-fact if
33 authorized under a durable power of attorney under chapter (~~11.94~~)
34 11.-- RCW (the new chapter created in section 505 of this act), or

1 other legal representative of the estate of a minor, incompetent, or
2 deceased beneficiary, may so disclaim on behalf of the beneficiary,
3 with or without court order, if:

4 (a) The legal representative deems the disclaimer to be in the best
5 interests of those interested in the estate of the beneficiary and of
6 those who take the disclaimed interest because of the disclaimer, and
7 not detrimental to the best interests of the beneficiary; and

8 (b) In the case of a guardian, no order has been issued under RCW
9 11.92.140 determining that the disclaimer is not in the best interests
10 of the beneficiary.

11 **Sec. 403.** RCW 11.88.010 and 2008 c 6 s 802 are each amended to
12 read as follows:

13 (1) The superior court of each county shall have power to appoint
14 guardians for the persons and/or estates of incapacitated persons, and
15 guardians for the estates of nonresidents of the state who have
16 property in the county needing care and attention.

17 (a) For purposes of this chapter, a person may be deemed
18 incapacitated as to person when the superior court determines the
19 individual has a significant risk of personal harm based upon a
20 demonstrated inability to adequately provide for nutrition, health,
21 housing, or physical safety.

22 (b) For purposes of this chapter, a person may be deemed
23 incapacitated as to the person's estate when the superior court
24 determines the individual is at significant risk of financial harm
25 based upon a demonstrated inability to adequately manage property or
26 financial affairs.

27 (c) A determination of incapacity is a legal not a medical
28 decision, based upon a demonstration of management insufficiencies over
29 time in the area of person or estate. Age, eccentricity, poverty, or
30 medical diagnosis alone shall not be sufficient to justify a finding of
31 incapacity.

32 (d) A person may also be determined incapacitated if he or she is
33 under the age of majority as defined in RCW 26.28.010.

34 (e) For purposes of giving informed consent for health care
35 pursuant to RCW 7.70.050 and 7.70.065, an "incompetent" person is any
36 person who is (i) incompetent by reason of mental illness,
37 developmental disability, senility, habitual drunkenness, excessive use

1 of drugs, or other mental incapacity, of either managing his or her
2 property or caring for himself or herself, or both, or (ii)
3 incapacitated as defined in (a), (b), or (d) of this subsection.

4 (f) For purposes of the terms "incompetent," "disabled," or "not
5 legally competent," as those terms are used in the Revised Code of
6 Washington to apply to persons incapacitated under this chapter, those
7 terms shall be interpreted to mean "incapacitated" persons for purposes
8 of this chapter.

9 (2) The superior court for each county shall have power to appoint
10 limited guardians for the persons and estates, or either thereof, of
11 incapacitated persons, who by reason of their incapacity have need for
12 protection and assistance, but who are capable of managing some of
13 their personal and financial affairs. After considering all evidence
14 presented as a result of such investigation, the court shall impose, by
15 order, only such specific limitations and restrictions on an
16 incapacitated person to be placed under a limited guardianship as the
17 court finds necessary for such person's protection and assistance. A
18 person shall not be presumed to be incapacitated nor shall a person
19 lose any legal rights or suffer any legal disabilities as the result of
20 being placed under a limited guardianship, except as to those rights
21 and disabilities specifically set forth in the court order establishing
22 such a limited guardianship. In addition, the court order shall state
23 the period of time for which it shall be applicable.

24 (3) Venue for petitions for guardianship or limited guardianship
25 shall lie in the county wherein the alleged incapacitated person is
26 domiciled, or if such person resides in a facility supported in whole
27 or in part by local, state, or federal funding sources, in either the
28 county where the facility is located, the county of domicile prior to
29 residence in the supported facility, or the county where a parent or
30 spouse or domestic partner of the alleged incapacitated person is
31 domiciled.

32 If the alleged incapacitated person's residency has changed within
33 one year of the filing of the petition, any interested person may move
34 for a change of venue for any proceedings seeking the appointment of a
35 guardian or a limited guardian under this chapter to the county of the
36 alleged incapacitated person's last place of residence of one year or
37 more. The motion shall be granted when it appears to the court that

1 such venue would be in the best interests of the alleged incapacitated
2 person and would promote more complete consideration of all relevant
3 matters.

4 (4) Under ((~~RCW 11.94.010~~)) section 108 of this act, a principal
5 may nominate, by a durable power of attorney, the guardian or limited
6 guardian of his or her estate or person for consideration by the court
7 if guardianship proceedings for the principal's person or estate are
8 thereafter commenced. The court shall make its appointment in
9 accordance with the principal's most recent nomination in a durable
10 power of attorney except for good cause or disqualification.

11 (5) Imposition of a guardianship for an incapacitated person shall
12 not result in the loss of the right to vote unless the court determines
13 that the person is incompetent for purposes of rationally exercising
14 the franchise in that the individual lacks the capacity to understand
15 the nature and effect of voting such that she or he cannot make an
16 individual choice. The court order establishing guardianship shall
17 specify whether or not the individual retains voting rights. When a
18 court determines that the person is incompetent for the purpose of
19 rationally exercising the right to vote, the court shall notify the
20 appropriate county auditor.

21 **Sec. 404.** RCW 11.103.030 and 2013 c 272 s 24 are each amended to
22 read as follows:

23 (1) Unless the terms of a trust expressly provide that the trust is
24 revocable, the trustor may not revoke or amend the trust.

25 (2) If a revocable trust is created or funded by more than one
26 trustor and unless the trust agreement provides otherwise:

27 (a) To the extent the trust consists of community property, the
28 trust may be revoked by either spouse or either domestic partner acting
29 alone but may be amended only by joint action of both spouses or both
30 domestic partners;

31 (b) To the extent the trust consists of property other than
32 community property, each trustor may revoke or amend the trust with
33 regard to the portion of the trust property attributable to that
34 trustor's contribution;

35 (c) The character of community property or separate property is
36 unaffected by its transfer to and from a revocable trust; and

1 (d) Upon the revocation or amendment of the trust by fewer than all
2 of the trustors, the trustee must promptly notify the other trustors of
3 the revocation or amendment.

4 (3) The trustor may revoke or amend a revocable trust:

5 (a) By substantial compliance with a method provided in the terms
6 of the trust; or

7 (b)(i) If the terms of the trust do not provide a method or the
8 method provided in the terms is not expressly made exclusive, by:

9 (A) A later will or codicil that expressly refers to the trust or
10 specifically devises property that would otherwise have passed
11 according to the terms of the trust; or

12 (B) A written instrument signed by the trustor evidencing intent to
13 revoke or amend.

14 (ii) The requirements of chapter 11.11 RCW do not apply to
15 revocation or amendment of a revocable trust under (b)(i) of this
16 subsection.

17 (4) Upon revocation of a revocable trust, the trustee must deliver
18 the trust property as the trustor directs.

19 (5) A trustor's powers with respect to the revocation or amendment
20 of a trust or distribution of the property of a trust((~~7~~)) may be
21 exercised by the trustor's agent under a power of attorney only to the
22 extent specified in the power of attorney document, as provided in
23 ((~~RCW 11.94.050(1)~~)) section 201 of this act and to the extent
24 consistent with or expressly authorized by the trust agreement.

25 (6) A guardian of the trustor may exercise a trustor's powers with
26 respect to revocation, amendment, or distribution of trust property
27 only with the approval of the court supervising the guardianship
28 pursuant to RCW 11.92.140.

29 (7) A trustee who does not know that a trust has been revoked or
30 amended is not liable to the trustor or trustor's successors in
31 interest for distributions made and other actions taken on the
32 assumption that the trust had not been amended or revoked.

33 (8) This section does not limit or affect operation of RCW
34 11.96A.220 through 11.96A.240.

35 **Sec. 405.** RCW 30.22.170 and 1981 c 192 s 17 are each amended to
36 read as follows:

37 Any funds on deposit in an account may be paid by a financial

1 institution to or upon the order of any agent of any depositor. The
2 contract of deposit or other document creating such agency on or after
3 the effective date of this section, and in accordance with chapter
4 11.-- RCW (the new chapter created in section 505 of this act), is not
5 affected by the incapacity of the depositor unless otherwise specified.
6 The contract of deposit or other document creating the agency prior to
7 the effective date of this section may provide(~~(, in accordance with~~
8 ~~chapter 11.94 RCW,~~)) that any such agent's powers to receive payments
9 and make withdrawals from an account continues in spite of, or arises
10 by virtue of, the incompetency of a depositor, in which event the
11 agent's powers to make payments and withdrawals from an account on
12 behalf of a depositor is not affected by the incompetency of a
13 depositor. Except as provided in this section, if the authority was
14 created prior to the effective date of this section the authority of an
15 agent to receive payments or make withdrawals from an account
16 terminates with the death or incompetency of the agent's principal:
17 PROVIDED, That a financial institution is not liable for any payment or
18 withdrawal made to or by an agent for a deceased or incompetent
19 depositor unless the financial institution making the payment or
20 permitting the withdrawal had actual knowledge of the incompetency or
21 death at the time payment was made.

22 **Sec. 406.** RCW 70.122.130 and 2013 c 251 s 12 are each amended to
23 read as follows:

24 (1) The department of health shall establish and maintain a
25 statewide health care declarations registry containing the health care
26 declarations identified in subsection (2) of this section as submitted
27 by residents of Washington. The department shall digitally reproduce
28 and store health care declarations in the registry. The department may
29 establish standards for individuals to submit digitally reproduced
30 health care declarations directly to the registry, but is not required
31 to review the health care declarations that it receives to ensure they
32 comply with the particular statutory requirements applicable to the
33 document. The department may contract with an organization that meets
34 the standards identified in this section.

35 (2)(a) An individual may submit any of the following health care
36 declarations to the department of health to be digitally reproduced and
37 stored in the registry:

1 (i) A directive, as defined by this chapter;

2 (ii) A durable power of attorney for health care, as authorized in
3 chapter ((11.94)) 11.-- RCW (the new chapter created in section 505 of
4 this act);

5 (iii) A mental health advance directive, as defined by chapter
6 71.32 RCW; or

7 (iv) A form adopted pursuant to the department of health's
8 authority in RCW 43.70.480.

9 (b) Failure to submit a health care declaration to the department
10 of health does not affect the validity of the declaration.

11 (c) Failure to notify the department of health of a valid
12 revocation of a health care declaration does not affect the validity of
13 the revocation.

14 (d) The entry of a health care directive in the registry under this
15 section does not:

16 (i) Affect the validity of the document;

17 (ii) Take the place of any requirements in law necessary to make
18 the submitted document legal; or

19 (iii) Create a presumption regarding the validity of the document.

20 (3) The department of health shall prescribe a procedure for an
21 individual to revoke a health care declaration contained in the
22 registry.

23 (4) The registry must:

24 (a) Be maintained in a secure database that is accessible through
25 a web site maintained by the department of health;

26 (b) Send annual electronic messages to individuals that have
27 submitted health care declarations to request that they review the
28 registry materials to ensure that it is current;

29 (c) Provide individuals who have submitted one or more health care
30 declarations with access to their documents and the ability to revoke
31 their documents at all times; and

32 (d) Provide the personal representatives of individuals who have
33 submitted one or more health care declarations to the registry,
34 attending physicians, advanced registered nurse practitioners, health
35 care providers licensed by a disciplining authority identified in RCW
36 18.130.040 who is acting under the direction of a physician or an
37 advanced registered nurse practitioner, and health care facilities, as

1 defined in this chapter or in chapter 71.32 RCW, access to the registry
2 at all times.

3 (5) In designing the registry and web site, the department of
4 health shall ensure compliance with state and federal requirements
5 related to patient confidentiality.

6 (6) The department shall provide information to health care
7 providers and health care facilities on the registry web site regarding
8 the different federal and Washington state requirements to ascertain
9 and document whether a patient has an advance directive.

10 (7) The department of health may accept donations, grants, gifts,
11 or other forms of voluntary contributions to support activities related
12 to the creation and maintenance of the health care declarations
13 registry and statewide public education campaigns related to the
14 existence of the registry. All receipts from donations made under this
15 section, and other contributions and appropriations specifically made
16 for the purposes of creating and maintaining the registry established
17 under this section and statewide public education campaigns related to
18 the existence of the registry, shall be deposited into the general
19 fund. These moneys in the general fund may be spent only after
20 appropriation.

21 (8) The department of health may adopt rules as necessary to
22 implement chapter 108, Laws of 2006.

23 (9) By December 1, 2008, the department shall report to the house
24 and senate committees on health care the following information:

25 (a) Number of participants in the registry;

26 (b) Number of health care declarations submitted by type of
27 declaration as defined in this section;

28 (c) Number of health care declarations revoked and the method of
29 revocation;

30 (d) Number of providers and facilities, by type, that have been
31 provided access to the registry;

32 (e) Actual costs of operation of the registry.

33 **Sec. 407.** RCW 71.32.020 and 2011 c 89 s 15 are each amended to
34 read as follows:

35 The definitions in this section apply throughout this chapter
36 unless the context clearly requires otherwise.

1 (1) "Adult" means any individual who has attained the age of
2 majority or is an emancipated minor.

3 (2) "Agent" has the same meaning as an attorney-in-fact or agent as
4 provided in chapter (~~11.94~~) 11.-- RCW (the new chapter created in
5 section 505 of this act).

6 (3) "Capacity" means that an adult has not been found to be
7 incapacitated pursuant to this chapter or RCW 11.88.010(1)(e).

8 (4) "Court" means a superior court under chapter 2.08 RCW.

9 (5) "Health care facility" means a hospital, as defined in RCW
10 70.41.020; an institution, as defined in RCW 71.12.455; a state
11 hospital, as defined in RCW 72.23.010; a nursing home, as defined in
12 RCW 18.51.010; or a clinic that is part of a community mental health
13 service delivery system, as defined in RCW 71.24.025.

14 (6) "Health care provider" means an osteopathic physician or
15 osteopathic physician's assistant licensed under chapter 18.57 or
16 18.57A RCW, a physician or physician's assistant licensed under chapter
17 18.71 or 18.71A RCW, or an advanced registered nurse practitioner
18 licensed under RCW 18.79.050.

19 (7) "Incapacitated" means an adult who: (a) Is unable to
20 understand the nature, character, and anticipated results of proposed
21 treatment or alternatives; understand the recognized serious possible
22 risks, complications, and anticipated benefits in treatments and
23 alternatives, including nontreatment; or communicate his or her
24 understanding or treatment decisions; or (b) has been found to be
25 incompetent pursuant to RCW 11.88.010(1)(e).

26 (8) "Informed consent" means consent that is given after the
27 person: (a) Is provided with a description of the nature, character,
28 and anticipated results of proposed treatments and alternatives, and
29 the recognized serious possible risks, complications, and anticipated
30 benefits in the treatments and alternatives, including nontreatment, in
31 language that the person can reasonably be expected to understand; or
32 (b) elects not to be given the information included in (a) of this
33 subsection.

34 (9) "Long-term care facility" has the same meaning as defined in
35 RCW 43.190.020.

36 (10) "Mental disorder" means any organic, mental, or emotional
37 impairment which has substantial adverse effects on an individual's
38 cognitive or volitional functions.

1 (11) "Mental health advance directive" or "directive" means a
2 written document in which the principal makes a declaration of
3 instructions or preferences or appoints an agent to make decisions on
4 behalf of the principal regarding the principal's mental health
5 treatment, or both, and that is consistent with the provisions of this
6 chapter.

7 (12) "Mental health professional" means a psychiatrist,
8 psychologist, psychiatric nurse, or social worker, and such other
9 mental health professionals as may be defined by rules adopted by the
10 secretary pursuant to the provisions of chapter 71.05 RCW.

11 (13) "Principal" means an adult who has executed a mental health
12 advance directive.

13 (14) "Professional person" means a mental health professional and
14 shall also mean a physician, registered nurse, and such others as may
15 be defined by rules adopted by the secretary pursuant to the provisions
16 of chapter 71.05 RCW.

17 (15) "Social worker" means a person with a master's or further
18 advanced degree from a social work educational program accredited and
19 approved as provided in RCW 18.320.010.

20 **Sec. 408.** RCW 71.32.050 and 2003 c 283 s 5 are each amended to
21 read as follows:

22 (1) An adult with capacity may execute a mental health advance
23 directive.

24 (2) A directive executed in accordance with this chapter is
25 presumed to be valid. The inability to honor one or more provisions of
26 a directive does not affect the validity of the remaining provisions.

27 (3) A directive may include any provision relating to mental health
28 treatment or the care of the principal or the principal's personal
29 affairs. Without limitation, a directive may include:

30 (a) The principal's preferences and instructions for mental health
31 treatment;

32 (b) Consent to specific types of mental health treatment;

33 (c) Refusal to consent to specific types of mental health
34 treatment;

35 (d) Consent to admission to and retention in a facility for mental
36 health treatment for up to fourteen days;

1 (e) Descriptions of situations that may cause the principal to
2 experience a mental health crisis;

3 (f) Suggested alternative responses that may supplement or be in
4 lieu of direct mental health treatment, such as treatment approaches
5 from other providers;

6 (g) Appointment of an agent pursuant to chapter (~~11.94~~) 11.-- RCW
7 (the new chapter created in section 505 of this act) to make mental
8 health treatment decisions on the principal's behalf, including
9 authorizing the agent to provide consent on the principal's behalf to
10 voluntary admission to inpatient mental health treatment; and

11 (h) The principal's nomination of a guardian or limited guardian as
12 provided in (~~RCW 11.94.010~~) section 108 of this act for consideration
13 by the court if guardianship proceedings are commenced.

14 (4) A directive may be combined with or be independent of a
15 nomination of a guardian or other durable power of attorney under
16 chapter (~~11.94~~) 11.-- RCW (the new chapter created in section 505 of
17 this act), so long as the processes for each are executed in accordance
18 with its own statutes.

19 **Sec. 409.** RCW 71.32.060 and 2003 c 283 s 6 are each amended to
20 read as follows:

21 (1) A directive shall:

22 (a) Be in writing;

23 (b) Contain language that clearly indicates that the principal
24 intends to create a directive;

25 (c) Be dated and signed by the principal or at the principal's
26 direction in the principal's presence if the principal is unable to
27 sign;

28 (d) Designate whether the principal wishes to be able to revoke the
29 directive during any period of incapacity or wishes to be unable to
30 revoke the directive during any period of incapacity; and

31 (e) Be witnessed in writing by at least two adults, each of whom
32 shall declare that he or she personally knows the principal, was
33 present when the principal dated and signed the directive, and that the
34 principal did not appear to be incapacitated or acting under fraud,
35 undue influence, or duress.

36 (2) A directive executed prior to the effective date of this act
37 that includes the appointment of an agent pursuant to a power of

1 attorney under chapter 11.94 RCW shall contain the words "This power of
2 attorney shall not be affected by the incapacity of the principal," or
3 "This power of attorney shall become effective upon the incapacity of
4 the principal," or similar words showing the principal's intent that
5 the authority conferred shall be exercisable notwithstanding the
6 principal's incapacity.

7 (3) A directive is valid upon execution, but all or part of the
8 directive may take effect at a later time as designated by the
9 principal in the directive.

10 (4) A directive may:

11 (a) Be revoked, in whole or in part, pursuant to the provisions of
12 RCW 71.32.080; or

13 (b) Expire under its own terms.

14 **Sec. 410.** RCW 71.32.100 and 2003 c 283 s 10 are each amended to
15 read as follows:

16 (1) If a directive authorizes the appointment of an agent, the
17 provisions of chapter (~~11.94~~) 11.-- RCW (the new chapter created in
18 section 505 of this act) and RCW 7.70.065 shall apply unless otherwise
19 stated in this chapter.

20 (2) The principal who appoints an agent must notify the agent in
21 writing of the appointment.

22 (3) An agent must act in good faith.

23 (4) An agent may make decisions on behalf of the principal. Unless
24 the principal has revoked the directive, the decisions must be
25 consistent with the instructions and preferences the principal has
26 expressed in the directive, or if not expressed, as otherwise known to
27 the agent. If the principal's instructions or preferences are not
28 known, the agent shall make a decision he or she determines is in the
29 best interest of the principal.

30 (5) Except to the extent the right is limited by the appointment or
31 any federal or state law, the agent has the same right as the principal
32 to receive, review, and authorize the use and disclosure of the
33 principal's health care information when the agent is acting on behalf
34 of the principal and to the extent required for the agent to carry out
35 his or her duties. This subsection shall be construed to be consistent
36 with chapters 70.02, 70.24, 70.96A, 71.05, and 71.34 RCW, and with
37 federal law regarding health care information.

1 (6) Unless otherwise provided in the appointment and agreed to in
2 writing by the agent, the agent is not, as a result of acting in the
3 capacity of agent, personally liable for the cost of treatment provided
4 to the principal.

5 (7) An agent may resign or withdraw at any time by giving written
6 notice to the principal. The agent must also give written notice to
7 any health care provider, professional person, or health care facility
8 providing treatment to the principal. The resignation or withdrawal is
9 effective upon receipt unless otherwise specified in the resignation or
10 withdrawal.

11 (8) If the directive gives the agent authority to act while the
12 principal has capacity, the decisions of the principal supersede those
13 of the agent at any time the principal has capacity.

14 (9) Unless otherwise provided in the durable power of attorney, the
15 principal may revoke the agent's appointment as provided under other
16 state law.

17 **Sec. 411.** RCW 71.32.180 and 2003 c 283 s 18 are each amended to
18 read as follows:

19 (1) Where an incapacitated principal has executed more than one
20 valid directive and has not revoked any of the directives:

21 (a) The directive most recently created shall be treated as the
22 principal's mental health treatment preferences and instructions as to
23 any inconsistent or conflicting provisions, unless provided otherwise
24 in either document.

25 (b) Where a directive executed under this chapter is inconsistent
26 with a directive executed under any other chapter, the most recently
27 created directive controls as to the inconsistent provisions.

28 (2) Where an incapacitated principal has appointed more than one
29 agent under chapter (~~11.94~~) 11.-- RCW (the new chapter created in
30 section 505 of this act) with authority to make mental health treatment
31 decisions, (~~(RCW 11.94.010)~~) section 217 of this act controls.

32 (3) The treatment provider shall inquire of a principal whether the
33 principal is subject to any court orders that would affect the
34 implementation of his or her directive.

35 **Sec. 412.** RCW 71.32.200 and 2003 c 283 s 20 are each amended to
36 read as follows:

1 Any person with reasonable cause to believe that a directive has
2 been created or revoked under circumstances amounting to fraud, duress,
3 or undue influence may petition the court for appointment of a guardian
4 for the person or to review the actions of the agent or person alleged
5 to be involved in improper conduct under ((~~RCW 11.94.090~~)) section 116
6 of this act or RCW 74.34.110.

7 **Sec. 413.** RCW 71.32.260 and 2009 c 217 s 14 are each amended to
8 read as follows:

9 The directive shall be in substantially the following form:

10 Mental Health Advance Directive

11 **NOTICE TO PERSONS**

12 **CREATING A MENTAL HEALTH ADVANCE DIRECTIVE**

13 This is an important legal document. It creates an advance directive for mental health treatment. Before signing this
14 document you should know these important facts:

15 (1) This document is called an advance directive and allows you to make decisions in advance about your mental health
16 treatment, including medications, short-term admission to inpatient treatment and electroconvulsive therapy.

17 **YOU DO NOT HAVE TO FILL OUT OR SIGN THIS FORM.**

18 **IF YOU DO NOT SIGN THIS FORM, IT WILL NOT TAKE EFFECT.**

19 If you choose to complete and sign this document, you may still decide to leave some items blank.

20 (2) You have the right to appoint a person as your agent to make treatment decisions for you. You must notify your
21 agent that you have appointed him or her as an agent. The person you appoint has a duty to act consistently with
22 your wishes made known by you. If your agent does not know what your wishes are, he or she has a duty to act in
23 your best interest. Your agent has the right to withdraw from the appointment at any time.

24 (3) The instructions you include with this advance directive and the authority you give your agent to act will only become
25 effective under the conditions you select in this document. You may choose to limit this directive and your agent's
26 authority to times when you are incapacitated or to times when you are exhibiting symptoms or behavior that you
27 specify. You may also make this directive effective immediately. No matter when you choose to make this directive
28 effective, your treatment providers must still seek your informed consent at all times that you have capacity to give
29 informed consent.

30 (4) You have the right to revoke this document in writing at any time you have capacity.

31 **YOU MAY NOT REVOKE THIS DIRECTIVE WHEN YOU HAVE BEEN FOUND TO BE**
32 **INCAPACITATED UNLESS YOU HAVE SPECIFICALLY STATED IN THIS DIRECTIVE THAT**
33 **YOU WANT IT TO BE REVOCABLE WHEN YOU ARE INCAPACITATED.**

1 (5) This directive will stay in effect until you revoke it unless you specify an expiration
2 date and you are incapacitated at the time it expires, it will remain in effect until you have capacity to make
3 treatment decisions again unless you chose to be able to revoke it while you are incapacitated and you revoke the
4 directive.

5 (6) You cannot use your advance directive to consent to civil commitment. The procedures that apply to your advance
6 directive are different than those provided for in the Involuntary Treatment Act. Involuntary treatment is a different
7 process.

8 (7) If there is anything in this directive that you do not understand, you should ask a lawyer to explain it to you.

9 (8) You should be aware that there are some circumstances where your provider may not have to follow your directive.

10 (9) You should discuss any treatment decisions in your directive with your provider.

11 (10) You may ask the court to rule on the validity of your directive.

12 **PART I.**

13 **STATEMENT OF INTENT TO CREATE A**
14 **MENTAL HEALTH ADVANCE DIRECTIVE**

15 I, being a person with capacity, willfully and voluntarily execute this mental health advance directive so
16 that my choices regarding my mental health care will be carried out in circumstances when I am unable to express my
17 instructions and preferences regarding my mental health care. If a guardian is appointed by a court to make mental
18 health decisions for me, I intend this document to take precedence over all other means of ascertaining my intent.

19 The fact that I may have left blanks in this directive does not affect its validity in any way. I intend that all
20 completed sections be followed. If I have not expressed a choice, my agent should make the decision that he or she
21 determines is in my best interest. I intend this directive to take precedence over any other directives I have previously
22 executed, to the extent that they are inconsistent with this document, or unless I expressly state otherwise in either
23 document.

24 I understand that I may revoke this directive in whole or in part if I am a person with capacity. I understand that I
25 cannot revoke this directive if a court, two health care providers, or one mental health professional and one health care
26 provider find that I am an incapacitated person, unless, when I executed this directive, I chose to be able to revoke this
27 directive while incapacitated.

28 I understand that, except as otherwise provided in law, revocation must be in writing. I understand that nothing in
29 this directive, or in my refusal of treatment to which I consent in this directive, authorizes any health care provider,
30 professional person, health care facility, or agent appointed in this directive to use or threaten to use abuse, neglect,
31 financial exploitation, or abandonment to carry out my directive.

32 I understand that there are some circumstances where my provider may not have to follow my directive.

33 **PART II.**

34 **WHEN THIS DIRECTIVE IS EFFECTIVE**

35 *YOU MUST COMPLETE THIS PART FOR YOUR DIRECTIVE TO BE VALID.*

36 I intend that this directive become effective (*YOU MUST CHOOSE ONLY ONE*):

37 Immediately upon my signing of this directive.

1 If I become incapacitated.
2 When the following circumstances, symptoms, or behaviors occur:
3
4

5 **PART III.**

6 **DURATION OF THIS DIRECTIVE**

7 *YOU MUST COMPLETE THIS PART FOR YOUR DIRECTIVE TO BE VALID.*

8 I want this directive to (*YOU MUST CHOOSE ONLY ONE*):

- 9 Remain valid and in effect for an indefinite period of time.
10 Automatically expire years from the date it was created.

11 **PART IV.**

12 **WHEN I MAY REVOKE THIS DIRECTIVE**

13 *YOU MUST COMPLETE THIS PART FOR THIS DIRECTIVE TO BE VALID.*

14 I intend that I be able to revoke this directive (*YOU MUST CHOOSE ONLY ONE*):

- 15 Only when I have capacity.

16 I understand that choosing this option means I may only revoke this directive if I have capacity. I further understand
17 that if I choose this option and become incapacitated while this directive is in effect, I may receive treatment
18 that I specify in this directive, even if I object at the time.

- 19 Even if I am incapacitated.

20 I understand that choosing this option means that I may revoke this directive even if I am incapacitated. I further
21 understand that if I choose this option and revoke this directive while I am incapacitated I may not receive
22 treatment that I specify in this directive, even if I want the treatment.

23 **PART V.**

24 **PREFERENCES AND INSTRUCTIONS ABOUT TREATMENT, FACILITIES, AND PHYSICIANS OR**
25 **PSYCHIATRIC ADVANCED REGISTERED NURSE PRACTITIONERS**

26 **A. Preferences and Instructions About Physician(s) or Psychiatric Advanced Registered Nurse Practitioner(s) to**
27 **be Involved in My Treatment**

28 I would like the physician(s) or psychiatric advanced registered nurse practitioner(s) named below to be involved in my
29 treatment decisions:

30 Dr. or PARNP Contact information:

31 Dr. or PARNP Contact information:

32 I do not wish to be treated by Dr. or PARNP

33 **B. Preferences and Instructions About Other Providers**

34 I am receiving other treatment or care from providers who I feel have an impact on my mental health care. I would like
35 the following treatment provider(s) to be contacted when this directive is effective:

36 Name Profession Contact information

1 Name Profession Contact information

2 **C. Preferences and Instructions About Medications for Psychiatric Treatment** *(initial and complete all that apply)*

3 I consent, and authorize my agent (if appointed) to consent, to the following
4 medications:

5 I do not consent, and I do not authorize my agent (if appointed) to consent, to the administration of the following
6 medications:

7 I am willing to take the medications excluded above if my only reason for excluding them is the side effects
8 which include

9 and these side effects can be eliminated by dosage adjustment or other means

10 I am willing to try any other medication the hospital doctor or psychiatric advanced registered nurse practitioner
11 recommends

12 I am willing to try any other medications my outpatient doctor or psychiatric advanced registered nurse
13 practitioner recommends

14 I do not want to try any other medications.

15 **Medication Allergies**

16 I have allergies to, or severe side effects from, the following:

17

18 **Other Medication Preferences or Instructions**

19 I have the following other preferences or instructions about medications

20

21 **D. Preferences and Instructions About Hospitalization and Alternatives**

22 *(initial all that apply and, if desired, rank "1" for first choice, "2" for second choice, and so on)*

23 In the event my psychiatric condition is serious enough to require 24-hour care and I have no physical conditions
24 that require immediate access to emergency medical care, I prefer to receive this care in programs/facilities designed as
25 alternatives to psychiatric hospitalizations.

26 I would also like the interventions below to be tried before hospitalization is considered:

27 Calling someone or having someone call me when needed.

28 Name: Telephone:

29 Staying overnight with someone

30 Name: Telephone:

31 Having a mental health service provider come to see me

32 Going to a crisis triage center or emergency room

33 Staying overnight at a crisis respite (temporary) bed

34 Seeing a service provider for help with psychiatric medications

35 Other, specify:

36 **Authority to Consent to Inpatient Treatment**

1 I consent, and authorize my agent (if appointed) to consent, to voluntary admission to inpatient mental health treatment
2 for days (*not to exceed 14 days*)

3 (Sign one):

4 If deemed appropriate by my agent (if appointed) and treating physician or psychiatric advanced registered nurse
5 practitioner

6

7 (Signature)

8 or

9 Under the following circumstances (specify symptoms, behaviors, or circumstances that indicate the need for
10 hospitalization)

11

12 (Signature)

13 I do **not** consent, or authorize my agent (if appointed) to consent, to inpatient treatment

14

15 (Signature)

16 **Hospital Preferences and Instructions**

17 If hospitalization is required, I prefer the following hospitals:

18 I do not consent to be admitted to the following hospitals:

19 **E. Preferences and Instructions About Preemergency**

20 I would like the interventions below to be tried before use of seclusion or restraint is considered

21 (*initial all that apply*):

22 "Talk me down" one-on-one

23 More medication

24 Time out/privacy

25 Show of authority/force

26 Shift my attention to something else

27 Set firm limits on my behavior

28 Help me to discuss/vent feelings

29 Decrease stimulation

30 Offer to have neutral person settle dispute

31 Other, specify

32 **F. Preferences and Instructions About Seclusion, Restraint, and Emergency Medications**

33 If it is determined that I am engaging in behavior that requires seclusion, physical restraint, and/or emergency use of
34 medication, I prefer these interventions in the order I have chosen (*choose "1" for first choice, "2" for second choice,
35 and so on*):

36 Seclusion

37 Seclusion and physical restraint (combined)

1 Medication by injection

2 Medication in pill or liquid form

3 In the event that my attending physician or psychiatric advanced registered nurse practitioner decides to use medication
4 in response to an emergency situation after due consideration of my preferences and instructions for emergency
5 treatments stated above, I expect the choice of medication to reflect any preferences and instructions I have expressed in
6 Part III C of this form. The preferences and instructions I express in this section regarding medication in emergency
7 situations do not constitute consent to use of the medication for nonemergency treatment.

8 **G. Preferences and Instructions About Electroconvulsive Therapy**
9 **(ECT or Shock Therapy)**

10 My wishes regarding electroconvulsive therapy are (*sign one*):

11 I do not consent, nor authorize my agent (if appointed) to consent, to the administration of electroconvulsive
12 therapy

13

14 (Signature)

15 I consent, and authorize my agent (if appointed) to consent, to the administration of electroconvulsive therapy

16

17 (Signature)

18 I consent, and authorize my agent (if appointed) to consent, to the administration of electroconvulsive therapy,
19 but only under the following conditions:

20

21

22 (Signature)

23 **H. Preferences and Instructions About Who is Permitted to Visit**

24 If I have been admitted to a mental health treatment facility, the following people are not permitted to visit me there:

25 Name:

26 Name:

27 Name:

28 I understand that persons not listed above may be permitted to visit me.

29 **I. Additional Instructions About My Mental Health Care**

30 Other instructions about my mental health care:

31

32 In case of emergency, please contact:

33 Name: Address:

34 Work telephone: Home telephone:

35 Physician or Psychiatric Advanced Registered Address:

36 Nurse Practitioner:

37 Telephone:

1 The following may help me to avoid a hospitalization:
2
3 I generally react to being hospitalized as follows:
4
5 Staff of the hospital or crisis unit can help me by doing the following:
6
7

8 **J. Refusal of Treatment**

9 I do not consent to any mental health treatment.

10

11 (Signature)

12 **PART VI.**

13 **DURABLE POWER OF ATTORNEY (APPOINTMENT OF MY AGENT)**

14 *(Fill out this part only if you wish to appoint an agent or nominate a guardian.)*

15 I authorize an agent to make mental health treatment decisions on my behalf. The authority granted to my agent
16 includes the right to consent, refuse consent, or withdraw consent to any mental health care, treatment, service, or
17 procedure, consistent with any instructions and/or limitations I have set forth in this directive. I intend that those
18 decisions should be made in accordance with my expressed wishes as set forth in this document. If I have not expressed
19 a choice in this document **and my agent does not otherwise know my wishes**, I authorize my agent to make the
20 decision that my agent determines is in my best interest. This agency shall not be affected by my incapacity. Unless I
21 state otherwise in this durable power of attorney, I may revoke it unless prohibited by other state law.

22 **A. Designation of an Agent**

23 I appoint the following person as my agent to make mental health treatment decisions for me as authorized in this
24 document and request that this person be notified immediately when this directive becomes effective:

25 Name: Address:

26 Work telephone: Home telephone:

27 Relationship:

28 **B. Designation of Alternate Agent**

29 If the person named above is unavailable, unable, or refuses to serve as my agent, or I revoke that person's authority to
30 serve as my agent, I hereby appoint the following person as my alternate agent and request that this person be notified
31 immediately when this directive becomes effective or when my original agent is no longer my agent:

32 Name: Address:

33 Work telephone: Home telephone:

34 Relationship:

35 **C. When My Spouse is My Agent** *(initial if desired)*

36 If my spouse is my agent, that person shall remain my agent even if we become legally separated or our marriage
37 is dissolved, unless there is a court order to the contrary or I have remarried.

1 **D. Limitations on My Agent's Authority**

2 I do not grant my agent the authority to consent on my behalf to the following:

3
4

5 **E. Limitations on My Ability to Revoke this Durable Power of Attorney**

6 I choose to limit my ability to revoke this durable power of attorney as follows:

7
8

9 **F. Preference as to Court-Appointed Guardian**

10 In the event a court appoints a guardian who will make decisions regarding my mental health treatment, I **nominate** the
11 following person **as my guardian**:

12 Name: Address:
13 Work telephone: Home telephone:
14 Relationship:

15 The appointment of a guardian of my estate or my person or any other decision maker shall not give the guardian or
16 decision maker the power to revoke, suspend, or terminate this directive or the powers of my agent, except as authorized
17 by law.

18
19 (Signature required if nomination is made)

20 **PART VII.**
21 **OTHER DOCUMENTS**

22 *(Initial all that apply)*

23 I have executed the following documents that include the power to make decisions regarding health care services for
24 myself:

25 Health care power of attorney (chapter ((H-94)) 11.-- RCW (the new chapter created in section 505 of this act))

26 "Living will" (Health care directive; chapter 70.122 RCW)

27 I have appointed more than one agent. I understand that the most recently appointed agent controls except as
28 stated below:

29

30 **PART VIII.**
31 **NOTIFICATION OF OTHERS AND CARE OF PERSONAL AFFAIRS**

32 *(Fill out this part only if you wish to provide nontreatment instructions.)*

33 I understand the preferences and instructions in this part are **NOT** the responsibility of my treatment provider and that no
34 treatment provider is required to act on them.

35 **A. Who Should Be Notified**

36 I desire my agent to notify the following individuals as soon as possible when this directive becomes effective:

37 Name: Address:

1 Day telephone: Evening telephone:
2 Name: Address:
3 Day telephone: Evening telephone:

4 **B. Preferences or Instructions About Personal Affairs**

5 I have the following preferences or instructions about my personal affairs (e.g., care of dependents, pets, household) if I
6 am admitted to a mental health treatment facility:

7
8

9 **C. Additional Preferences and Instructions:**

10
11
12
13

14 **PART IX.**
15 **SIGNATURE**

16 By signing here, I indicate that I understand the purpose and effect of this document and that I am giving my
17 informed consent to the treatments and/or admission to which I have consented or authorized my agent to consent in this
18 directive. I intend that my consent in this directive be construed as being consistent with the elements of informed
19 consent under chapter 7.70 RCW.

20 Signature: Date:
21 Printed Name:

22 This directive was signed and declared by the "Principal," to be his or her directive, in our presence who, at his or her
23 request, have signed our names below as witnesses. We declare that, at the time of the creation of this instrument, the
24 Principal is personally known to us, and, according to our best knowledge and belief, has capacity at this time and does
25 not appear to be acting under duress, undue influence, or fraud. We further declare that none of us is:

- 26 (A) A person designated to make medical decisions on the principal's behalf;
- 27 (B) A health care provider or professional person directly involved with the provision of care to the principal at the
28 time the directive is executed;
- 29 (C) An owner, operator, employee, or relative of an owner or operator of a health care facility or long-term care
30 facility in which the principal is a patient or resident;
- 31 (D) A person who is related by blood, marriage, or adoption to the person, or with whom the principal has a dating
32 relationship as defined in RCW 26.50.010;
- 33 (E) An incapacitated person;
- 34 (F) A person who would benefit financially if the principal undergoes mental health treatment; or
- 35 (G) A minor.

36 Witness 1: Signature: Date:
37 Printed Name:

1 Telephone: Address:
2 Witness 2: Signature: Date:
3 Printed Name:
4 Telephone: Address:

5 **PART X.**
6 **RECORD OF DIRECTIVE**

7 I have given a copy of this directive to the following persons:
8

9 **DO NOT FILL OUT PART XI UNLESS YOU INTEND TO REVOKE**
10 **THIS DIRECTIVE IN PART OR IN WHOLE**

11 **PART XI.**
12 **REVOCAION OF THIS DIRECTIVE**

13 *(Initial any that apply):*
14 I am revoking the following part(s) of this directive (specify):
15
16 I am revoking all of this directive.

17 By signing here, I indicate that I understand the purpose and effect of my revocation and that no person is bound by any
18 revoked provision(s). I intend this revocation to be interpreted as if I had never completed the revoked provision(s).

19 Signature: Date:
20 Printed Name:

21 **DO NOT SIGN THIS PART UNLESS YOU INTEND TO REVOKE THIS**
22 **DIRECTIVE IN PART OR IN WHOLE**

23 **PART V**

24 NEW SECTION. **Sec. 501.** In applying and construing this uniform
25 act, consideration must be given to the need to promote uniformity of
26 the law with respect to its subject matter among the states that enact
27 it.

28 NEW SECTION. **Sec. 502.** This act modifies, limits, and supersedes
29 the federal electronic signatures in global and national commerce act,
30 15 U.S.C. Sec. 7001 et seq., but does not modify, limit, or supersede
31 section 101(c) of that act, 15 U.S.C. Sec. 7001(c), or authorize
32 electronic delivery of any of the notices described in section 103(b)
33 of that act, 15 U.S.C. Sec. 7003(b).

1 NEW SECTION. **Sec. 503.** Except as otherwise provided in this act,
2 on the effective date of this section:

3 (1) This act applies to a power of attorney created before, on, or
4 after the effective date of this section;

5 (2) This act applies to a judicial proceeding concerning a power of
6 attorney commenced on or after the effective date of this section;

7 (3) This act applies to a judicial proceeding concerning a power of
8 attorney commenced before the effective date of this section unless the
9 court finds that application of a provision of this act would
10 substantially interfere with the effective conduct of the judicial
11 proceeding or prejudice the rights of a party, in which case that
12 provision does not apply and the superseded law applies; and

13 (4) An act done before the effective date of this section is not
14 affected by this act.

15 NEW SECTION. **Sec. 504.** The following acts or parts of acts are
16 each repealed:

17 (1) RCW 11.94.010 (Designation--Authority--Effect of acts done--
18 Appointment of guardian, effect--Accounting--Reliance on instrument)
19 and 2007 c 156 s 31, 2005 c 97 s 12, 2003 c 283 s 27, 1995 c 297 s 9,
20 1989 c 211 s 1, & 1985 c 30 s 25;

21 (2) RCW 11.94.020 (Effect of death, disability, or incompetence of
22 principal--Acts without knowledge) and 1985 c 30 s 26;

23 (3) RCW 11.94.030 (Banking transactions) and 1985 c 30 s 27;

24 (4) RCW 11.94.040 (Liability for reliance on power of attorney
25 document) and 2001 c 203 s 2 & 1985 c 30 s 28;

26 (5) RCW 11.94.043 (Durable power of attorney--Revocation or
27 termination) and 1989 c 211 s 2;

28 (6) RCW 11.94.046 (Durable power of attorney--Validity) and 1989 c
29 211 s 3;

30 (7) RCW 11.94.050 (Attorney or agent granted principal's powers--
31 Powers to be specifically provided for--Transfer of resources by
32 principal's attorney or agent) and 2011 c 327 s 4, 2001 c 203 s 12,
33 1989 c 87 s 1, & 1985 c 30 s 29;

34 (8) RCW 11.94.060 (Conveyance or encumbrance of homestead) and 1985
35 c 30 s 30;

36 (9) RCW 11.94.070 (Limitations on powers to benefit attorneys-in-
37 fact) and 1994 c 221 s 67;

- 1 (10) RCW 11.94.080 (Termination of marriage or state registered
2 domestic partnership) and 2007 c 156 s 14 & 2001 c 203 s 1;
3 (11) RCW 11.94.090 (Court petition) and 2008 c 6 s 808 & 2001 c 203
4 s 3;
5 (12) RCW 11.94.100 (Persons allowed to file court petition) and
6 2008 c 6 s 809 & 2001 c 203 s 4;
7 (13) RCW 11.94.110 (Ruling on court petition) and 2001 c 203 s 5;
8 (14) RCW 11.94.120 (Award of costs on court petition) and 2001 c
9 203 s 6;
10 (15) RCW 11.94.130 (Applicability of dispute resolution provisions
11 to court petition) and 2001 c 203 s 7;
12 (16) RCW 11.94.140 (Notice of hearing on court petition) and 2008
13 c 6 s 810 & 2001 c 203 s 8;
14 (17) RCW 11.94.150 (Mental health treatment decisions--Compensation
15 of agent prohibited--Reimbursement of expenses allowed) and 2003 c 283
16 s 28;
17 (18) RCW 11.94.900 (Application of 1984 c 149 §§ 26-31 as of
18 January 1, 1985) and 1985 c 30 s 140; and
19 (19) RCW 11.94.901 (Construction--Chapter applicable to state
20 registered domestic partnerships--2009 c 521) and 2009 c 521 s 37.

21 NEW SECTION. **Sec. 505.** Sections 101 through 301 and 501 through
22 503 of this act constitute a new chapter in Title 11 RCW.

--- END ---