

1 coagent, successor agent, and a person to which an agent's authority
2 is delegated.

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

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

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

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

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

15 (b) Is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 that the authority conferred shall be exercisable notwithstanding the
2 principal's incapacity.

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

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

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

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

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

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

32 (a) The law of the jurisdiction that determines the meaning and
33 effect of the power of attorney pursuant to section 107 of this act;
34 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,
2 a photocopy or electronically transmitted copy of an original power
3 of 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
6 the power of attorney and, in the absence of an indication of
7 jurisdiction, by the law of the jurisdiction in which the power of
8 attorney was 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
15 accordance 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
27 when executed unless the principal provides in the power of attorney
28 that it becomes effective at a future date or upon the occurrence of
29 a future event or contingency.

30 (2) If a power of attorney becomes effective upon the occurrence
31 of a future event or contingency, the principal, in the power of
32 attorney, may authorize one or more persons to determine in a writing
33 that the 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
36 whether the principal is incapacitated, or the person authorized is

1 unable or unwilling to make the determination, the power of attorney
2 becomes effective upon a determination in a writing by:

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

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

10 (4) A person authorized by the principal in the power of attorney
11 to determine that the principal is incapacitated may act as the
12 principal's personal representative pursuant to the health insurance
13 portability and accountability act, sections 1171 through 1179 of the
14 social security act, 42 U.S.C. Sec. 1320d, as amended, and applicable
15 regulations, to obtain access to the principal's health care
16 information and communicate with the principal's health care
17 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
26 dies, becomes incapacitated, or resigns, and the power of attorney
27 does not provide for another agent to act under the power of
28 attorney.

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

30 (a) The principal revokes the authority;

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

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

37 (d) The power of attorney terminates.

38 (3) An agent's authority which has been terminated under
39 subsection (2)(c) of this section shall be reinstated effective

1 immediately in the event that such action is dismissed with the
2 consent of both parties or the petition for dissolution, annulment,
3 or legal separation is withdrawn.

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

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

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

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

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

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

35 (a) Has the same authority as that granted to the original agent;
36 and

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

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

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

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

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

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

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

27 (b) Act in good faith; and

28 (c) Act only within the scope of authority granted in the power
29 of attorney.

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

32 (a) Act loyally for the principal's benefit;

33 (b) Act so as not to create a conflict of interest that impairs
34 the agent's ability to act impartially in the principal's best
35 interest;

36 (c) Act with the care, competence, and diligence ordinarily
37 exercised by agents in similar circumstances;

1 (d) Keep a record of all receipts, disbursements, and
2 transactions made on behalf of the principal;

3 (e) Cooperate with a person that has authority to make health
4 care decisions for the principal to carry out the principal's
5 reasonable expectations to the extent actually known by the agent
6 and, otherwise, act in the principal's best interest; and

7 (f) Attempt to preserve the principal's estate plan, to the
8 extent actually known by the agent, if preserving the plan is
9 consistent with the principal's best interest based on all relevant
10 factors, including:

11 (i) The value and nature of the principal's property;

12 (ii) The principal's foreseeable obligations and need for
13 maintenance;

14 (iii) Minimization of taxes, including income, estate,
15 inheritance, generation-skipping transfer, and gift taxes; and

16 (iv) Eligibility for a benefit, a program, or assistance under a
17 statute or rule.

18 (3) An agent that acts in good faith is not liable to any
19 beneficiary of the principal's estate plan for failure to preserve
20 the plan.

21 (4) An agent that acts with care, competence, and diligence for
22 the best interest of the principal is not liable solely because the
23 agent also benefits from the act or has an individual or conflicting
24 interest in relation to the property or affairs of the principal.

25 (5) If an agent is selected by the principal because of special
26 skills or expertise possessed by the agent or in reliance on the
27 agent's representation that the agent has special skills or
28 expertise, the special skills or expertise must be considered in
29 determining whether the agent has acted with care, competence, and
30 diligence under the circumstances.

31 (6) Absent a breach of duty to the principal, an agent is not
32 liable if the value of the principal's property declines.

33 (7) An agent that engages another person on behalf of the
34 principal is not liable for an act, error of judgment, or default of
35 that person if the agent exercises care, competence, and diligence in
36 selecting and monitoring the person, provided however that the agent
37 shall not be relieved of liability for such person's discretionary
38 acts, that, if done by the agent, would result in liability to the
39 agent.

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

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

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

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

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

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

4 (a) The principal or the agent;

5 (b) The spouse or state registered domestic partner of the
6 principal;

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

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

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

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

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

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

30 (c) Ratification of past acts or approval of proposed acts of the
31 agent;

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

35 (e) Modification of the authority of an agent under a power of
36 attorney;

37 (f) Removal of the agent on a determination by the court of both
38 of the following:

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

1 (ii) Determination that the removal of the agent is in the best
2 interest of the principal;

3 (g) Approval of the resignation of the agent and approval of the
4 final accountings of the resigning agent if submitted, subject to any
5 orders the court determines are necessary to protect the principal's
6 interests;

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

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

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

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

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

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

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

29 NEW SECTION. **Sec. 118.** Unless the power of attorney has been
30 terminated in accordance with section 108 of this act, or the power
31 of attorney provides a different method for an agent's resignation,
32 an agent may resign by giving notice to the principal and, if the
33 principal is incapacitated:

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

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

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

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

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

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

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

15 (3) A person that in good faith accepts an acknowledged power of
16 attorney without actual knowledge that the power of attorney is void,
17 invalid, or terminated, that the purported agent's authority is void,
18 invalid, or terminated, or that the agent is exceeding or improperly
19 exercising the agent's authority may rely upon the power of attorney
20 as if the power of attorney were genuine, valid and still in effect,
21 the agent's authority were genuine, valid and still in effect, and
22 the agent had not exceeded and had properly exercised the authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 (a) A person shall either accept an acknowledged power of
35 attorney or request a certification or a translation no later than
36 seven business days after presentation of the power of attorney for
37 acceptance;

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

4 (c) A person may not require an additional or different form of
5 power of attorney for authority granted in the power of attorney
6 presented.

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

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

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

13 (c) The person has actual knowledge of the termination of the
14 agent's authority or of the power of attorney before exercise of the
15 power;

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

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

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

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

28 (a) A court order mandating acceptance of the power of attorney;
29 and

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

33 NEW SECTION. **Sec. 121.** Unless displaced by a provision of this
34 chapter, the principles of law and equity supplement this chapter.

35 NEW SECTION. **Sec. 122.** This chapter does not supersede any
36 other law applicable to financial institutions or other entities, and
37 the other law controls if inconsistent with this chapter.

1 authority, make any transfer of resources not prohibited under
2 chapter 74.09 RCW when the transfer is for the purpose of qualifying
3 the principal for medical assistance or the limited casualty program
4 for the medically needy.

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

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

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

19 (7) Authority granted in a power of attorney is exercisable with
20 respect to property that the principal has when the power of attorney
21 is executed or acquires later, whether or not the property is located
22 in this state and whether or not the authority is exercised or the
23 power of attorney is executed in this state.

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

28 NEW SECTION. **Sec. 202.** (1) Subject to the provisions of section
29 201 of this act, if a power of attorney grants to an agent authority
30 to do all acts that a principal could do or contains words of similar
31 effect, the agent has the general authority described in sections 203
32 through 218 of this act.

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

37 (3) A reference in a power of attorney to general authority with
38 respect to the descriptive term for a subject in sections 204 through
39 218 of this act or a citation to a section of sections 204 through

1 218 of this act incorporates the entire section as if it were set out
2 in full in the power of attorney.

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

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

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

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

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

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

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

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

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

36 (8) Communicate with any representative or employee of a
37 government or governmental subdivision, agency, or instrumentality,
38 on behalf of the principal;

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

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

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

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

13 (2) Sell; exchange; convey with or without reservations,
14 covenants, representations, or warranties; quitclaim; release;
15 surrender; retain title for security; encumber; partition; consent to
16 partitioning; subject to an easement or covenant, common interest
17 regime; subdivide; apply for zoning or other governmental permits;
18 plat or consent to platting; develop; grant an option concerning;
19 lease; sublease; license; contribute to an entity in exchange for an
20 interest in that entity; or, subject to section 201 of this act,
21 otherwise grant or dispose of an interest in real property or a right
22 incident to real property;

23 (3) Pledge or mortgage an interest in real property or right
24 incident to real property as security to borrow money or pay, renew,
25 extend the time of payment of a debt of the principal or a debt
26 guaranteed by the principal, or as security for a nonmonetary
27 obligation;

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

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

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

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

1 (c) Paying, assessing, compromising, or contesting taxes or
2 assessments or applying for and receiving refunds in connection with
3 them; and

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

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

9 (7) Participate in a reorganization with respect to real property
10 or an entity that owns an interest in or right incident to real
11 property and receive, and hold, and act with respect to stocks and
12 bonds or other property received in a plan of reorganization,
13 including:

14 (a) Selling or otherwise disposing of them;

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

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

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

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

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

26 (1) Demand, buy, receive, accept as a gift or as security for an
27 extension of credit, or otherwise acquire or reject ownership or
28 possession of tangible personal property or an interest in tangible
29 personal property;

30 (2) Sell; exchange; convey with or without covenants,
31 representations, or warranties; quitclaim; release; surrender; create
32 a security interest in; grant options concerning; lease; sublease;
33 or, otherwise dispose of tangible personal property or an interest in
34 tangible personal property;

35 (3) Grant a security interest in tangible personal property or an
36 interest in tangible personal property as security to borrow money or
37 pay, renew, or extend the time of payment of a debt of the principal
38 or a debt guaranteed by the principal;

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

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

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

8 (b) Obtaining or regaining possession of or protecting the
9 property or interest, 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 taxes or assessments;

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

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

16 (f) Using and making repairs, alterations, or improvements to the
17 property; and

18 (6) Change the form of title of an interest in tangible personal
19 property.

20 NEW SECTION. **Sec. 206.** Unless the power of attorney otherwise
21 provides, language in a power of attorney granting general authority
22 with respect to stocks, bonds, and financial instruments authorizes
23 the agent to:

24 (1) Buy, sell, and exchange stocks, bonds, and financial
25 instruments;

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

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

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

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

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

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

1 NEW SECTION. **Sec. 207.** Except as otherwise expressly provided
2 in this act and in chapter 30A.22 RCW, unless the power of attorney
3 otherwise provides, language in a power of attorney granting general
4 authority with respect to banks and other financial institutions
5 authorizes the agent to:

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

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

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

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

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

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

21 (7) Borrow money and pledge as security personal property of the
22 principal necessary to borrow money or pay, renew, or extend the time
23 of payment of a debt of the principal or a debt guaranteed by the
24 principal;

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

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

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

38 (11) Consent to an extension of the time of payment with respect
39 to commercial paper or a financial transaction with a financial
40 institution.

1 NEW SECTION. **Sec. 208.** Subject to the terms of a document or an
2 agreement governing an entity or an entity ownership interest, and
3 unless the power of attorney otherwise provides, language in a power
4 of attorney granting general authority with respect to operation of
5 an entity or business authorizes the agent to:

6 (1) Operate, buy, sell, enlarge, reduce, or terminate an
7 ownership interest;

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

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

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

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

20 (6) Initiate, participate in, submit to alternative dispute
21 resolution, settle, oppose, or propose or accept a compromise with
22 respect to litigation to which the principal is a party concerning
23 stocks, bonds, and financial instruments;

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

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

29 (b) Determine:

30 (i) The location of its operation;

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

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

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

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

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

1 (d) Demand and receive money due or claimed by the principal or
2 on the principal's behalf in the operation of the entity or business
3 and control and disburse the money in the operation of the entity or
4 business;

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

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

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

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

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

15 (13) Pay, compromise, or contest taxes, assessments, fines, or
16 penalties and perform any other act to protect the principal from
17 illegal or unnecessary taxation, assessments, fines, or penalties,
18 with respect to an entity or business, including attempts to recover,
19 in any manner permitted by law, money paid before or after the
20 execution of the power of attorney.

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

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

29 (2) Procure new, different, and additional contracts of insurance
30 and annuities for the benefit of the principal and the principal's
31 spouse, state registered domestic partner, children, and other
32 dependents, and select the amount, type of insurance or annuity, and
33 mode of payment;

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

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

- 1 (5) Surrender and receive the cash surrender value on a contract
2 of insurance or annuity;
- 3 (6) Exercise an election;
- 4 (7) Exercise investment powers available under a contract of
5 insurance or annuity;
- 6 (8) Change the manner of paying premiums on a contract of
7 insurance or annuity;
- 8 (9) Change or convert the type of insurance or annuity with
9 respect to which the principal has or claims to have authority
10 described in this section;
- 11 (10) Apply for and procure a benefit or assistance under a
12 statute or regulation to guarantee or pay premiums of a contract of
13 insurance on the life of the principal;
- 14 (11) Collect, sell, assign, hypothecate, borrow against, or
15 pledge the interest of the principal in a contract of insurance or
16 annuity;
- 17 (12) Select the form and timing of the payment of proceeds from a
18 contract of insurance or annuity; and
- 19 (13) Pay, from proceeds or otherwise, compromise or contest, and
20 apply for refunds in connection with, a tax or assessment levied by a
21 taxing authority with respect to a contract of insurance or annuity
22 or its proceeds or liability accruing by reason of the tax or
23 assessment.

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

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

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

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

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

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

3 (e) Initiate, participate in, submit to alternative dispute
4 resolution, settle, oppose, or propose or accept a compromise with
5 respect to litigation to ascertain the meaning, validity, or effect
6 of a deed, will, declaration of trust, or other instrument or
7 transaction affecting the interest of the principal;

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

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

14 (h) Transfer an interest of the principal in real property,
15 stocks, bonds, and financial instruments, accounts with financial
16 institutions or securities intermediaries, insurance, annuities, and
17 other property to the trustee of a revocable trust created by the
18 principal as settlor, subject to the limitations in section 201(1) of
19 this section; and

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

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

27 (1) Assert and maintain before a court or administrative agency a
28 claim, claim for relief, cause of action, counterclaim, offset,
29 recoupment, or defense, including an action to recover property or
30 other thing of value, recover damages sustained by the principal,
31 eliminate or modify tax liability, or seek an injunction, specific
32 performance, or other relief;

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

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

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

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

6 (6) Waive the issuance and service of process upon the principal,
7 accept service of process, appear for the principal, designate
8 persons upon which process directed to the principal may be served,
9 execute, and file or deliver stipulations on the principal's behalf,
10 verify pleadings, seek appellate review, procure and give surety and
11 indemnity bonds, contract and pay for the preparation and printing of
12 records and briefs, receive, execute, and file or deliver a consent,
13 waiver, release, confession of judgment, satisfaction of judgment,
14 notice, agreement, or other instrument in connection with the
15 prosecution, settlement, or defense of a claim or litigation;

16 (7) Act for the principal with respect to bankruptcy or
17 insolvency, whether voluntary or involuntary, concerning the
18 principal or some other person, or with respect to a reorganization,
19 receivership, or application for the appointment of a receiver or
20 trustee which affects an interest of the principal in property or
21 other thing of value;

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

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

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

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

34 (i) The principal's children;

35 (ii) Other individuals legally entitled to be supported by the
36 principal; and

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

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

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

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

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

10 (d) Provide reasonable domestic help, usual vacations and travel
11 expenses, and funds for shelter, clothing, food, appropriate
12 education, including postsecondary and vocational education, and
13 other current living costs for the individuals described in
14 subsection (1) of this section;

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

18 (f) Act as the principal's personal representative pursuant to
19 the health insurance portability and accountability act, sections
20 1171 through 1179 of the social security act, 42 U.S.C. Sec. 1320d,
21 as amended, and applicable regulations, for the limited purpose of
22 making decisions regarding the payment of costs and expenses arising
23 from past, present, or future health care provided to the principal
24 which was consented to by the principal or anyone authorized under
25 the law of this state to consent to health care on behalf of the
26 principal;

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

31 (h) Maintain credit and debit accounts for the convenience of the
32 individuals described in subsection (1) of this section and open new
33 accounts; and

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

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

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

5 (2) Unless the power of attorney otherwise provides, language in
6 a power of attorney granting general authority with respect to
7 benefits from governmental programs or civil or military service
8 authorizes the agent to:

9 (a) Execute vouchers in the name of the principal for allowances
10 and reimbursements payable by the United States or a foreign
11 government or by a state or subdivision of a state to the principal,
12 including allowances and reimbursements for transportation of the
13 individuals described in section 212(1)(a) of this act, and for
14 shipment of their household effects;

15 (b) Take possession and order the removal and shipment of
16 property of the principal from a post, warehouse, depot, dock, or
17 other place of storage or safekeeping, either governmental or
18 private, and execute and deliver a release, voucher, receipt, bill of
19 lading, shipping ticket, certificate, or other instrument for that
20 purpose;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 (d) Make contributions to a retirement plan;

25 (e) Exercise investment powers available under a retirement plan;
26 and

27 (f) Borrow from, sell assets to, or purchase assets from a
28 retirement plan.

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

32 (1) Prepare, sign, and file federal, state, local, and foreign
33 income, gift, payroll, property, federal insurance contributions act,
34 and other tax returns, claims for refunds, requests for extension of
35 time, petitions regarding tax matters, and any other tax-related
36 documents, including receipts, offers, waivers, consents, including
37 consents and agreements under internal revenue code section 2032A, 26
38 U.S.C. Sec. 2032A, as amended, closing agreements, and any power of
39 attorney required by the internal revenue service or other taxing

1 authority including, but not limited to, an internal revenue service
2 form 2848 in favor of any third party with respect to a tax year upon
3 which the statute of limitations has not run and the following
4 twenty-five tax years;

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

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

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

12 NEW SECTION. **Sec. 216.** (1) In this section, a gift "for the
13 benefit of" a person includes but is not limited to a gift to a
14 trust, an account under the uniform transfers to minors act of any
15 jurisdiction, and a tuition savings account or prepaid tuition plan
16 as defined under internal revenue code section 529, 26 U.S.C. Sec.
17 529, as amended. Notwithstanding the terms of section 201(1)(a) of
18 this act, the power to make a gift pursuant to section 201(1)(b) of
19 this act shall include the power to create a trust, an account under
20 the uniform transfers to minors act, or a tuition savings account or
21 prepaid tuition plan as defined under internal revenue code section
22 529, 26 U.S.C. Sec. 529, as amended, into which a gift is to be made.

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

26 (a) Make outright to, or for the benefit of, a person, a gift of
27 any of the principal's property, including by the exercise of a
28 presently exercisable general power of appointment held by the
29 principal, in an amount per donee not to exceed the annual dollar
30 limits of the federal gift tax exclusion under internal revenue code
31 section 2503(b), 26 U.S.C. Sec. 2503(b), as amended, without regard
32 to whether the federal gift tax exclusion applies to the gift, or if
33 the principal's spouse agrees to consent to a split gift pursuant to
34 internal revenue code section 2513, 26 U.S.C. Sec. 2513, as amended,
35 in an amount per donee not to exceed twice the annual federal gift
36 tax exclusion limit; and

37 (b) Consent, pursuant to internal revenue code section 2513, 26
38 U.S.C. Sec. 2513, as amended, to the splitting of a gift made by the

1 principal's spouse in an amount per donee not to exceed the aggregate
2 annual gift tax exclusions for both spouses.

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

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

10 (b) The principal's foreseeable obligations and need for
11 maintenance;

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

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

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

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

21 (1) The agent shall be authorized to act as the principal's
22 personal representative pursuant to the health insurance portability
23 and accountability act, sections 1171 through 1179 of the social
24 security act, 42 U.S.C. Sec. 1320d, as amended, and applicable
25 regulations for all purposes thereunder, including but not limited to
26 accessing and acquiring the principal's health care related
27 information.

28 (2) The agent shall be authorized to provide informed consent for
29 health care decisions on the principal's behalf. If a principal has
30 appointed more than one agent with authority to make mental health
31 treatment decisions in accordance with a directive under chapter
32 71.32 RCW, to the extent of any conflict, the most recently appointed
33 agent shall be treated as the principal's agent for mental health
34 treatment decisions unless provided otherwise in either appointment.

35 (3) Unless he or she is the spouse, state registered domestic
36 partner, father or mother, or adult child or brother or sister of the
37 principal, none of the following persons may act as the agent for the
38 principal: Any of the principal's physicians, the physicians'
39 employees, or the owners, administrators, or employees of the health

1 care facility or long-term care facility as defined in RCW 43.190.020
2 where the principal resides or receives care. Except when the
3 principal has consented in a mental health advance directive executed
4 under chapter 71.32 RCW to inpatient admission or electroconvulsive
5 therapy, this authorization is subject to the same limitations as
6 those that apply to a guardian under RCW 11.92.043(5) (a) through (c)
7 and 11.92.190.

8 NEW SECTION. **Sec. 218.** Unless the power of attorney otherwise
9 provides, the following general provisions shall apply to any power
10 of attorney making reference to the care of the principal's minor
11 children:

12 (1) A parent or guardian, through a power of attorney, may
13 authorize an agent to make health care decisions on behalf of one or
14 more of his or her children, or children for whom he or she is the
15 legal guardian, who are under the age of majority as defined in RCW
16 26.28.015, to be effective if the child has no other parent or legal
17 representative readily available and authorized to give such consent.

18 (2) A principal may further nominate a guardian or guardians of
19 the person, or of the estate or both, of a minor child, whether born
20 at the time of making the durable power of attorney or afterwards, to
21 continue during the disability of the principal, during the minority
22 of the child or for any less time by including such a provision in
23 his or her power of attorney.

24 (3) The authority of any guardian of the person of any minor
25 child shall supersede the authority of a designated agent to make
26 health care decisions for the minor only after such designated
27 guardian has been appointed by the court.

28 (4) In the event a conflict between the provisions of a will
29 nominating a testamentary guardian under the authority of RCW
30 11.88.080 and the nomination of a guardian under the authority of
31 this statute, the most recent designation shall control.

32 **PART III**

33 NEW SECTION. **Sec. 301.** The following optional form may be used
34 by an agent to certify facts concerning a power of attorney.

35 **AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY**
36 **AND AGENT'S AUTHORITY**

1 State of _____

2 [County] of _____]

3 I, _____ (Name of Agent), [certify] under penalty of perjury that
4 (Name of Principal) granted me authority as an agent or successor agent in a power of attorney dated _____.

5 I further [certify] that to my knowledge:

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

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

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

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

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

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

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

19 (8) _____

20 _____

21 _____

22 _____

23 _____

23 (Insert other relevant statements)

24 **SIGNATURE AND ACKNOWLEDGMENT**

25 _____

26 Agent's Signature

Date

27 _____

28 Agent's Name Printed

29 _____

30 _____

31 _____

Agent's Address

32 _____

33 Agent's Telephone Number

34 This document was acknowledged before me on _____,

(Date)

by _____

(Name of Agent)

(Seal, if any)

Signature of Notary

My commission expires: _____

[This document prepared by:

_____]

PART IV

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

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

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

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

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

6 (3) A personal representative, guardian, attorney-in-fact if
7 authorized under a durable power of attorney under chapter (~~11.94~~)
8 11.-- RCW (the new chapter created in section 505 of this act), or
9 other legal representative of the estate of a minor, incompetent, or
10 deceased beneficiary, may so disclaim on behalf of the beneficiary,
11 with or without court order, if:

12 (a) The legal representative deems the disclaimer to be in the
13 best interests of those interested in the estate of the beneficiary
14 and of those who take the disclaimed interest because of the
15 disclaimer, and not detrimental to the best interests of the
16 beneficiary; and

17 (b) In the case of a guardian, no order has been issued under RCW
18 11.92.140 determining that the disclaimer is not in the best
19 interests of the beneficiary.

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

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

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

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

36 (c) A determination of incapacity is a legal not a medical
37 decision, based upon a demonstration of management insufficiencies
38 over time in the area of person or estate. Age, eccentricity,

1 poverty, or medical diagnosis alone shall not be sufficient to
2 justify a finding of incapacity.

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

5 (e) For purposes of giving informed consent for health care
6 pursuant to RCW 7.70.050 and 7.70.065, an "incompetent" person is any
7 person who is (i) incompetent by reason of mental illness,
8 developmental disability, senility, habitual drunkenness, excessive
9 use of drugs, or other mental incapacity, of either managing his or
10 her property or caring for himself or herself, or both, or (ii)
11 incapacitated as defined in (a), (b), or (d) of this subsection.

12 (f) For purposes of the terms "incompetent," "disabled," or "not
13 legally competent," as those terms are used in the Revised Code of
14 Washington to apply to persons incapacitated under this chapter,
15 those terms shall be interpreted to mean "incapacitated" persons for
16 purposes of this chapter.

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

33 (3) Venue for petitions for guardianship or limited guardianship
34 shall lie in the county wherein the alleged incapacitated person is
35 domiciled, or if such person resides in a facility supported in whole
36 or in part by local, state, or federal funding sources, in either the
37 county where the facility is located, the county of domicile prior to
38 residence in the supported facility, or the county where a parent or
39 spouse or domestic partner of the alleged incapacitated person is
40 domiciled.

1 If the alleged incapacitated person's residency has changed
2 within one year of the filing of the petition, any interested person
3 may move for a change of venue for any proceedings seeking the
4 appointment of a guardian or a limited guardian under this chapter to
5 the county of the alleged incapacitated person's last place of
6 residence of one year or more. The motion shall be granted when it
7 appears to the court that such venue would be in the best interests
8 of the alleged incapacitated person and would promote more complete
9 consideration of all relevant matters.

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

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

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

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

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

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

37 (b) To the extent the trust consists of property other than
38 community property, each trustor may revoke or amend the trust with

1 regard to the portion of the trust property attributable to that
2 trustor's contribution;

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

5 (d) Upon the revocation or amendment of the trust by fewer than
6 all of the trustors, the trustee must promptly notify the other
7 trustors of the revocation or amendment.

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

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

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

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

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

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

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

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

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

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

38 (8) This section does not limit or affect operation of RCW
39 11.96A.220 through 11.96A.240.

1 **Sec. 405.** RCW 30A.22.170 and 1981 c 192 s 17 are each amended to
2 read as follows:

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

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

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

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

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

5 (ii) A durable power of attorney for health care, as authorized
6 in chapter ((11.94)) 11.-- RCW (the new chapter created in section
7 505 of this act);

8 (iii) A mental health advance directive, as defined by chapter
9 71.32 RCW; or

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

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

14 (c) Failure to notify the department of health of a valid
15 revocation of a health care declaration does not affect the validity
16 of the revocation.

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

19 (i) Affect the validity of the document;

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

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

24 (3) The department of health shall prescribe a procedure for an
25 individual to revoke a health care declaration contained in the
26 registry.

27 (4) The registry must:

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

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

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

36 (d) Provide the personal representatives of individuals who have
37 submitted one or more health care declarations to the registry,
38 attending physicians, advanced registered nurse practitioners, health
39 care providers licensed by a disciplining authority identified in RCW
40 18.130.040 who is acting under the direction of a physician or an

1 advanced registered nurse practitioner, and health care facilities,
2 as defined in this chapter or in chapter 71.32 RCW, access to the
3 registry at all times.

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

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

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

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

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

26 (a) Number of participants in the registry;

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

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

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

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

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

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

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

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

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

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

7 (5) "Health care facility" means a hospital, as defined in RCW
8 70.41.020; an institution, as defined in RCW 71.12.455; a state
9 hospital, as defined in RCW 72.23.010; a nursing home, as defined in
10 RCW 18.51.010; or a clinic that is part of a community mental health
11 service delivery system, as defined in RCW 71.24.025.

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

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

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

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

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

37 (11) "Mental health advance directive" or "directive" means a
38 written document in which the principal makes a declaration of
39 instructions or preferences or appoints an agent to make decisions on
40 behalf of the principal regarding the principal's mental health

1 treatment, or both, and that is consistent with the provisions of
2 this chapter.

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

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

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

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

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

18 (1) An adult with capacity may execute a mental health advance
19 directive.

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

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

27 (a) The principal's preferences and instructions for mental
28 health treatment;

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

30 (c) Refusal to consent to specific types of mental health
31 treatment;

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

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

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

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

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

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

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

17 (1) A directive shall:

18 (a) Be in writing;

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

21 (c) Be dated and signed by the principal or at the principal's
22 direction in the principal's presence if the principal is unable to
23 sign;

24 (d) Designate whether the principal wishes to be able to revoke
25 the directive during any period of incapacity or wishes to be unable
26 to revoke the directive during any period of incapacity; and

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

32 (2) A directive executed prior to the effective date of this
33 section that includes the appointment of an agent pursuant to a power
34 of attorney under chapter ((11.94)) 11.-- RCW (the new chapter
35 created in section 505 of this act) shall contain the words "This
36 power of attorney shall not be affected by the incapacity of the
37 principal," or "This power of attorney shall become effective upon
38 the incapacity of the principal," or similar words showing the

1 principal's intent that the authority conferred shall be exercisable
2 notwithstanding the principal's incapacity.

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

6 (4) A directive may:

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

9 (b) Expire under its own terms.

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

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

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

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

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

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

34 (6) Unless otherwise provided in the appointment and agreed to in
35 writing by the agent, the agent is not, as a result of acting in the
36 capacity of agent, personally liable for the cost of treatment
37 provided to the principal.

38 (7) An agent may resign or withdraw at any time by giving written
39 notice to the principal. The agent must also give written notice to

1 any health care provider, professional person, or health care
2 facility providing treatment to the principal. The resignation or
3 withdrawal is effective upon receipt unless otherwise specified in
4 the resignation or withdrawal.

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

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

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

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

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

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

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

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

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

32 Any person with reasonable cause to believe that a directive has
33 been created or revoked under circumstances amounting to fraud,
34 duress, or undue influence may petition the court for appointment of
35 a guardian for the person or to review the actions of the agent or
36 person alleged to be involved in improper conduct under ~~((RCW~~
37 ~~11.94.090))~~ section 116 of this act or RCW 74.34.110.

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

2
3 **PART I.**
4 **STATEMENT OF INTENT TO CREATE A**
5 **MENTAL HEALTH ADVANCE DIRECTIVE**

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

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

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

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

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

23
24 **PART II.**
25 **WHEN THIS DIRECTIVE IS EFFECTIVE**

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

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

28 Immediately upon my signing of this directive.

29 If I become incapacitated.

30 When the following circumstances, symptoms, or behaviors occur:

31
32

33
34 **PART III.**
35 **DURATION OF THIS DIRECTIVE**

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

1 I want this directive to *(YOU MUST CHOOSE ONLY ONE)*:
2 Remain valid and in effect for an indefinite period of time.
3 Automatically expire years from the date it was created.

4
5 **PART IV.**
6 **WHEN I MAY REVOKE THIS DIRECTIVE**

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

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

9 Only when I have capacity.

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

13 Even if I am incapacitated.

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

17
18 **PART V.**
19 **PREFERENCES AND INSTRUCTIONS ABOUT TREATMENT, FACILITIES, AND PHYSICIANS OR**
20 **PSYCHIATRIC ADVANCED REGISTERED NURSE PRACTITIONERS**

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

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

25 Dr. or PARNP Contact information:

26 Dr. or PARNP Contact information:

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

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

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

31 Name Profession Contact information.

32 Name Profession Contact information.

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

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

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

3 I am willing to take the medications excluded above if my only reason for excluding them is the side effects
4 which include.
5 and these side effects can be eliminated by dosage adjustment or other means

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

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

10 I do not want to try any other medications.

11 **Medication Allergies**

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

14 **Other Medication Preferences or Instructions**

15 I have the following other preferences or instructions about medications.

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

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

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

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

23 Calling someone or having someone call me when needed.

24 Name: Telephone:

25 Staying overnight with someone

26 Name: Telephone:

27 Having a mental health service provider come to see me

28 Going to a crisis triage center or emergency room

29 Staying overnight at a crisis respite (temporary) bed

30 Seeing a service provider for help with psychiatric medications

31 Other, specify:

32 **Authority to Consent to Inpatient Treatment**

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

1 (Sign one):
2 If deemed appropriate by my agent (if appointed) and treating physician or psychiatric advanced registered nurse
3 practitioner

4
5 (Signature)

6 or

7 Under the following circumstances (specify symptoms, behaviors, or circumstances that indicate the need for
8 hospitalization).....

9
10 (Signature)

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

12
13 (Signature)

14 **Hospital Preferences and Instructions**

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

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

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

18 I would like the interventions below to be tried before use of seclusion or restraint is considered
19 (*initial all that apply*):

- 20 "Talk me down" one-on-one
- 21 More medication
- 22 Time out/privacy
- 23 Show of authority/force
- 24 Shift my attention to something else
- 25 Set firm limits on my behavior
- 26 Help me to discuss/vent feelings
- 27 Decrease stimulation
- 28 Offer to have neutral person settle dispute
- 29 Other, specify

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

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

34 Seclusion

1 Seclusion and physical restraint (combined)

2 Medication by injection

3 Medication in pill or liquid form

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

9 **G. Preferences and Instructions About Electroconvulsive Therapy**

10 **(ECT or Shock Therapy)**

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

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

14

15 (Signature)

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

17

18 (Signature)

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

21

22

23 (Signature)

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

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

26 Name:

27 Name:

28 Name:

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

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

31 Other instructions about my mental health care:

32

33 In case of emergency, please contact:

34 Name: Address:

1 Work telephone: Home telephone:

2 Physician or Psychiatric Advanced Registered Address:

3 Nurse Practitioner:

4 Telephone:

5 The following may help me to avoid a hospitalization:

6

7 I generally react to being hospitalized as follows:

8

9 Staff of the hospital or crisis unit can help me by doing the following:

10

11

12 **J. Refusal of Treatment**

13 I do not consent to any mental health treatment.

14

15 (Signature)

16

17

PART VI.

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

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

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

27 **A. Designation of an Agent**

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

30 Name: Address:

31 Work telephone: Home telephone:

32 Relationship:

33 **B. Designation of Alternate Agent**

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

4 Name: Address:
5 Work telephone: Home telephone:
6 Relationship:

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

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

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

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

12
13

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

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

16
17

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

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

21 Name: Address:
22 Work telephone: Home telephone:
23 Relationship:

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

27

28 (Signature required if nomination is made)

29
30 **PART VII.**
31 **OTHER DOCUMENTS**

32 *(Initial all that apply)*

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

1 Health care power of attorney (chapter ((41-94)) 11.— RCW (the new chapter created in section 505 of this act))
2 "Living will" (Health care directive; chapter 70.122 RCW)
3 I have appointed more than one agent. I understand that the most recently appointed agent controls except as
4 stated below:

5

6

7 **PART VIII.**

8 **NOTIFICATION OF OTHERS AND CARE OF PERSONAL AFFAIRS**

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

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

12 **A. Who Should Be Notified**

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

14 Name: Address:

15 Day telephone: Evening telephone:

16 Name: Address:

17 Day telephone: Evening telephone:

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

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

21

22

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

24

25

26

27

28

29 **PART IX.**

30 **SIGNATURE**

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

1 Signature: Date:

2 Printed Name:

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

7 (A) A person designated to make medical decisions on the principal's behalf;

8 (B) A health care provider or professional person directly involved with the provision of care to the principal at the time
9 the directive is executed;

10 (C) An owner, operator, employee, or relative of an owner or operator of a health care facility or long-term care facility
11 in which the principal is a patient or resident;

12 (D) A person who is related by blood, marriage, or adoption to the person, or with whom the principal has a dating
13 relationship as defined in RCW 26.50.010;

14 (E) An incapacitated person;

15 (F) A person who would benefit financially if the principal undergoes mental health treatment; or

16 (G) A minor.

17 Witness 1: Signature: Date:

18 Printed Name:

19 Telephone: Address:

20 Witness 2: Signature: Date:

21 Printed Name:

22 Telephone: Address:

24 **PART X.**

25 **RECORD OF DIRECTIVE**

26 I have given a copy of this directive to the following persons:
27

28 DO NOT FILL OUT PART XI UNLESS YOU INTEND TO REVOKE
29 THIS DIRECTIVE IN PART OR IN WHOLE

31 **PART XI.**

32 **REVOCATION OF THIS DIRECTIVE**

33 *(Initial any that apply):*

34 I am revoking the following part(s) of this directive (specify):

1

2 I am revoking all of this directive.

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

5 Signature: Date:

6 Printed Name:

7 **DO NOT SIGN THIS PART UNLESS YOU INTEND TO REVOKE THIS**
8 **DIRECTIVE IN PART OR IN WHOLE**

9 **PART V**

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

14 NEW SECTION. **Sec. 502.** This act modifies, limits, and
15 supersedes the federal electronic signatures in global and national
16 commerce act, 15 U.S.C. Sec. 7001 et seq., but does not modify,
17 limit, or supersede section 101(c) of that act, 15 U.S.C. Sec.
18 7001(c), or authorize electronic delivery of any of the notices
19 described in section 103(b) of that act, 15 U.S.C. Sec. 7003(b).

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

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

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

26 (3) This act applies to a judicial proceeding concerning a power
27 of attorney commenced before the effective date of this section
28 unless the court finds that application of a provision of this act
29 would substantially interfere with the effective conduct of the
30 judicial proceeding or prejudice the rights of a party, in which case
31 that provision does not apply and the superseded law applies; and

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

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

3 (1) RCW 11.94.010 (Designation—Authority—Effect of acts done—
4 Appointment of guardian, effect—Accounting—Reliance on instrument)
5 and 2007 c 156 s 31, 2005 c 97 s 12, 2003 c 283 s 27, 1995 c 297 s 9,
6 1989 c 211 s 1, & 1985 c 30 s 25;

7 (2) RCW 11.94.020 (Effect of death, disability, or incompetence
8 of principal—Acts without knowledge) and 1985 c 30 s 26;

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

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

12 (5) RCW 11.94.043 (Durable power of attorney—Revocation or
13 termination) and 1989 c 211 s 2;

14 (6) RCW 11.94.046 (Durable power of attorney—Validity) and 1989 c
15 211 s 3;

16 (7) RCW 11.94.050 (Attorney or agent granted principal's powers—
17 Powers to be specifically provided for—Transfer of resources by
18 principal's attorney or agent) and 2014 c 58 s 23, 2011 c 327 s 4,
19 2001 c 203 s 12, 1989 c 87 s 1, & 1985 c 30 s 29;

20 (8) RCW 11.94.060 (Conveyance or encumbrance of homestead) and
21 1985 c 30 s 30;

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

24 (10) RCW 11.94.080 (Termination of marriage or state registered
25 domestic partnership) and 2007 c 156 s 14 & 2001 c 203 s 1;

26 (11) RCW 11.94.090 (Court petition) and 2008 c 6 s 808 & 2001 c
27 203 s 3;

28 (12) RCW 11.94.100 (Persons allowed to file court petition) and
29 2008 c 6 s 809 & 2001 c 203 s 4;

30 (13) RCW 11.94.110 (Ruling on court petition) and 2001 c 203 s 5;

31 (14) RCW 11.94.120 (Award of costs on court petition) and 2001 c
32 203 s 6;

33 (15) RCW 11.94.130 (Applicability of dispute resolution
34 provisions to court petition) and 2001 c 203 s 7;

35 (16) RCW 11.94.140 (Notice of hearing on court petition) and 2008
36 c 6 s 810 & 2001 c 203 s 8;

37 (17) RCW 11.94.150 (Mental health treatment decisions—
38 Compensation of agent prohibited—Reimbursement of expenses allowed)
39 and 2003 c 283 s 28;

1 (18) RCW 11.94.900 (Application of 1984 c 149 §§ 26-31 as of
2 January 1, 1985) and 1985 c 30 s 140; and

3 (19) RCW 11.94.901 (Construction—Chapter applicable to state
4 registered domestic partnerships—2009 c 521) and 2009 c 521 s 37.

5 NEW SECTION. **Sec. 505.** Sections 101 through 301 and 501 through
6 503 of this act constitute a new chapter in Title 11 RCW.

--- END ---