

Who Will Care When I'm Not There?

A Manual for the Proxy Parent Foundation PLAN of California Master Pooled Trust

Third Party Special Needs Trusts

Proxy Parent Foundation

a dba of Planned Lifetime Assistance Network (PLAN) of California,
a 501(c)(3) nonprofit corporation established in 1990

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Who Will Care When I'm Not There?

Proxy Parent Foundation

Proxy Parent Foundation is a nonprofit, California corporation dedicated to assisting people with disabilities by:

- Safeguarding access to public entitlement funds through the creation and administration of a Proxy Parent Foundation PLAN of California Special Needs Trust

- Providing "family like" Personal Support Services for people with mental illness

Proxy Parent Foundation was established for and by families to protect their loved ones' future. Governed by a volunteer board of directors, Proxy Parent Foundation's programs are growing and are available throughout much of the state. Proxy Parent Foundation, a dba of Planned Lifetime Assistance Network (PLAN) of California, is a tax-exempt nonprofit corporation established in 1990 as a unique entity in cooperation with NAMI-California and the Mental Health Association of Los Angeles County. Proxy Parent Foundation is the trustee of the PLAN of California Master Pooled Trust, which is open to all disability types. By separate contract, Proxy Parent Foundation provides family-like Personal Support Services to the beneficiary of a PLAN of California Special Needs Trust who has a mental illness.

In this manual you will learn how Proxy Parent Foundation works and how your Special Needs Trust will be developed. For beneficiaries receiving Personal Support Services, it includes a copy of an in-depth Needs and Resources analysis that becomes the framework to guide us when we become their "proxy parent". Copies of the Joinder Agreement, and the Personal Support Services Agreement—all that is necessary to join the Proxy Parent Foundation PLAN of California Master Pooled Trust—are also included along with information you and your attorney will need to bridge your will or estate to the Trust.

Once you have reviewed this Manual and are ready to join Proxy Parent Foundation, we will complete the necessary documents for you to take to your attorney and become part of the Proxy Parent Foundation family. Please feel free to call us if you have any questions. We look forward to helping you.

Sincerely,
Proxy Parent Foundation

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Board of Directors

Quality Assurance Committee

Business Committee

Trust Oversight Committee

Definitions

The following definitions are of commonly used terms in trusts and those specific to Proxy Parent Foundation's operation.

The Documents

JOINDER AGREEMENT: The legal document that enjoins an individual's sub-account to the PLAN of California Master Pooled Trust.

NEEDS AND RESOURCES ASSESSMENT/SERVICE PLAN: An in-depth interview by Proxy Parent Foundation with the Grantors who wish Proxy Parent Foundation to provide a beneficiary who has a mental illness with Proxy Parent Foundation's Personal Support Services. The Assessment develops a historical picture of the person's support needs as well as the Grantor's priorities for services/purchases to be provided by the Special Needs Trust. Includes development of a Personal Support Service Plan & an estimate of what it will cost to provide the family's priority services. An actuarial table is then developed to show the family the approximate number of years their expected trust funding will last the beneficiary.

PERSONAL SUPPORT SERVICES AGREEMENT: The legal agreement between the Grantor and Proxy Parent Foundation that defines what the Grantor desires to be done for the Beneficiary in regard to supplement services as well as Proxy Parent Foundation's responsibilities and authorities in providing Personal Support Services.

PLAN OF CALIFORNIA MASTER POOLED TRUST: The legal document that defines the role of Proxy Parent Foundation as trustee and the provision of Special Needs for the Beneficiary.

ADVISORY CONTACT PERSON: A person named by the Grantor(s) in the Personal Support Services Agreement to be consulted by Proxy Parent Foundation on matters that have a substantial bearing on the best service interests of the Primary Beneficiary. This person(s) are called the Primary Representative in the Joinder Agreement.

Titles and Roles:

BENEFICIARY (a.k.a. Primary Beneficiary): The person for whom the Special Needs Trust is to benefit.

GRANTOR (TRUSTOR): The person(s) who elects to join and fund a sub-account within the Master Trust on behalf of their disabled friend or relative.

PRIMARY REPRESENTATIVE: Named in the Joinder Agreement as the person to be consulted by Trustee, on matters that have a substantial bearing on the best interests of the Primary Beneficiary; the same person that is named as the Advisory Contact Person in the Personal Support Services Agreement.

REMAINDER BENEFICIARY: The person or entity to which the remainder interest will be placed.

REMAINDER INTEREST: The amount remaining in the Trust once the Primary Beneficiary passes.

TRUSTEE: Planned Lifetime Assistance Network (PLAN) of California, a nonprofit organization, who holds the assets in trust for the Beneficiary and supervises all matters pertaining to the fiduciary aspects of the trust including investing, accounting, tax reporting and benefits. Proxy Parent Foundation is a dba of PLAN of California.

Proxy Parent Foundation Personal Support Services

PAY-AS-YOU-GO: A plan for purchasing Personal Support Services in the “here-and-now” by living relatives for beneficiaries of a Proxy Parent Foundation PLAN of California Special Needs Trust prior to the trust being funded.

PERSONAL SUPPORT SERVICE ADMINISTRATION: The service provided by Proxy Parent Foundation when we become the “proxy parent” for the beneficiary and oversee, arrange, and plan the support and supplemental services to be provided by the trust on the beneficiary’s behalf.

PERSONAL SUPPORT SERVICES: Services designed to supplement those provided by government benefits, parents or other relatives; such as friendship, advocacy, help in developing life skills, support or that is needed by the beneficiary/consumer so he or she can develop and maintain a viable quality of life.

PERSONAL SUPPORT SERVICES AGREEMENT: The contract that sets out the responsibilities and authorities when Proxy Parent Foundation provides Personal Support Services to the beneficiary.

PERSONAL SUPPORT SPECIALIST: The caring and supportive person who, like a parent, coordinates and provides the best care possible to improve the quality of life for the beneficiary/consumer.

SERVICE CONTRACTOR: A reputable, established independent contractor or community-based agency with whom Proxy Parent Foundation contracts to provide Personal Support Services to the beneficiary/consumer.

SUPPLEMENTAL SERVICES/NEEDS: Items or services purchased by the Trust to improve/enhance the quality of life of the beneficiary/consumer.

Special Needs Trust Definitions

MEANS TESTED (needs-based) PUBLIC BENEFITS: Government benefits that are determined by the income and assets owned individually by the disabled person. Examples of means tested benefits include Medi-Cal and Supplemental Security Income (SSI).

PUBLIC BENEFITS: Benefits the beneficiary/consumer receives, or is eligible to receive, from any public source such as Supplemental Security Income (SSI) or Medi-Cal. One of the purposes of a special needs trust is to protect and maximize public benefits available to the beneficiary.

SPECIAL NEEDS TRUST: A legal document designed to protect assets to benefit a disabled individual that will supplement rather than supplant government benefits.

SPECIAL NEEDS TRUST - FIRST PARTY SPECIAL NEEDS TRUST: Funds for this type of trust are generally funded from assets that are considered the beneficiary's. Examples include proceeds from direct inheritances, divorce settlements, SSI back payments, or lawsuit settlements. First Party Trusts are subject to Medicaid payback requirements. Only after claims from Medicaid have been reimbursed, may remaining interest after the primary beneficiary's death be "left" to other designated remainder interests. The exception is if the First Party Trust funds are placed into a Pooled Trust, such as the PLAN of California Master Pooled Trust, and is managed by a nonprofit, such as Proxy Parent Foundation. Then the Beneficiary/Grantor may elect to leave the funds that would otherwise "payback" Medi-cal to the nonprofit for the benefit of other disabled people. **This manual and the documents within it are for Third Party Special Needs Trusts. If you know of a disabled person who needs a First Party Trust, please have them contact us for specific information regarding first party trusts**.

SPECIAL NEEDS TRUST - THIRD PARTY SPECIAL NEEDS TRUST: Third Party Special Needs Trusts are generally funded by parents, family members or friends of the Primary Beneficiary. Third party trusts are not subject to Medicaid payback requirements. Remaining interest after the primary beneficiary's death may be "left" to whomever the grantor (Grantor) designates to receive the remainder interest.

TRUST ADMINISTRATIVE AGENT: The institution or service to provide day-to-day administration of the trust. In the case of the PLAN of California Master Pooled Trust, the trust administrative agent is ML Management Partners, LLC.

TRUSTEE: The entity which holds the assets in trust for the Beneficiary and supervises all matters pertaining to the fiduciary aspects of the trust including investing, accounting, tax reporting and benefits.

Operations and Services of

Proxy Parent Foundation

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The Trust

THE TRUST: The Omnibus Budget Reconciliation Act of 1993 (OBRA '93) provides that trusts established and managed by nonprofit corporations may pool and conserve the assets of people with disabilities, allow expenditures for their benefit, while not affecting eligibility for certain means tested public benefits. The PLAN of California Master Pooled Trust is such a trust. It is a discretionary, spendthrift trust: a Special Needs Trust. Individual grantors, also known as Grantors, may establish a sub-account within the trust by executing a Joinder Agreement with PLAN of California. A sub-account may be funded immediately or funded in the future from a family's estate. Once the sub-account is funded, it becomes irrevocable. The Trust is open to all ages and disabilities. Assets are pooled for investment purposes only. Each sub-account is individually accounted for and receives separate financial statements. There is no minimum asset requirement.

While the Trust is open to both First Party (settled with the beneficiary's own assets) and Third Party Trusts (usually funded through the estate of a parent or relative), this Manual explains the services that Proxy Parent Foundation provides for Third Party—family generated—Trusts. Proxy Parent Foundation also provides family-like Personal Support Services to the Beneficiary of the Trust. Proxy Parent Foundation vets contracts with and provides support of the Personal Support Specialist who works directly with the individual beneficiary. Personal Support Services are provided by separate Personal Support Services Agreement, a copy of which is also included in this manual.

THE TRUSTEE: Proxy Parent Foundation, a dba of Planned Lifetime Assistance Network (PLAN) of California is a 501(c)(3) organized in the State of California and the trustee. Proxy Parent Foundation has served as a trust protector for individual third party Special Needs Trusts since 1991 and provides Personal Support Services to its beneficiaries that opt in. In 2006, Proxy Parent Foundation established the PLAN of California Master Pooled Trust, which is open to benefit "first party" (self-settled or litigation) trusts as well as "third party" (family generated trusts). Proxy Parent Foundation, through its staff, Board of Directors, and Committee Members, provide day-to-day review and supervision of the Trust's Investment and the Administrative Managers. www.proxyparentfoundation.org

INVESTMENT MANAGER: Lindbrook Capital LLC acts as investment manager for the PLAN of California Master Pooled Trust (the Trust). Their principals specialize in providing investment consulting to high net worth investors, individuals, businesses, foundations and endowments. They act as Advisor to the Proxy Parent Foundation Board of Directors through its Business Committee, to provide a continuous investment program for each beneficiary's sub-account within the Pool. Under the risk and return guidelines as specified by the Trust's Investment Committee and under its oversight, Lindbrook Capital LLC is committed to a rational, disciplined, value oriented investment philosophy where preservation of capital is their highest priority. The funds of the Trust are custodied at Fidelity, with its more than 60 years of financial management experience, to insure the highest degree of safety for its assets. Lindbrook Capital LLC is a privately owned, independently registered investment advisor. www.lindbrookcapital.com

ADMINISTRATOR:: As Administrative agent for the Proxy Parent Foundation PLAN of California Master Pooled Trust's day-to-day operations, ML Management Partners, LLC., interacts with the Beneficiary's Primary Representative, once the trust is funded. It reports to Proxy Parent Foundation and provides disbursements and accounting for each individual subaccount. It also prepares and delivers tax information and requisite regulatory filings to interested parties as required.

The Proxy Parent Foundation PLAN of California Master Pooled Trust Special Needs Trust Permissible Distributions

When establishing a Special Needs Trust, it is important to know and understand the rules pertaining to “allowable” disbursements by the Trustee for the benefit of the individual for whom the account has been established. This is critical as payments made that are not “supplemental” and for purposes allowed could result in a reduction or disqualification of a beneficiary’s government benefits.

To provide a sense of what is permissible, the following list is provided for illustrative purposes that you may find useful. This list is not intended to be all inclusive or a complete list of all permissible payments but is an attempt to indicate what kinds of payments may be made in the Trustee’s discretion.

1. Accounting/Bookkeeping services
2. Adaptive equipment not covered by Medi-Cal
3. Alternative medical care not covered by Medi-Cal
4. Appliances (tv, VCR, stereo, stove, refrigerator, washer/dryer)
5. Bottled water or water service
6. Camera, film recorder and tapes
7. Clothing
8. Clubs and membership dues (ex. record clubs, book clubs, health clubs, service clubs, museums)
9. Computer hardware and software (including internet service)
10. Charitable contributions
11. Conferences
12. Courses or classes (academic or recreational), tutoring and supplies
13. Dental work not covered by Medi-Cal
14. Home purchase down payment or apartment security deposit
15. Dry cleaning and laundry services
16. Elective surgery not covered by Medi-Cal
17. Fitness/rehabilitative equipment
18. Furniture/home furnishings
19. Haircuts/salon services
20. Holiday decorations, parties, holiday cards
21. Home alarm and/or monitoring systems
22. Home improvements, repairs and maintenance
23. Home purchase (to extent not covered by benefits)
24. House cleaning services
25. In-home care/companion services, not covered by government benefits
26. Insurance (auto, home and contents)
27. Legal fees, advocacy
28. Linens/towels/bedding
29. Landscaping, lawn, pool services
30. Massage
31. Musical instruments (including lessons)
32. Non-food grocery items (ex. laundry soap, bleach, fabric softener, personal hygiene products, household cleaning products, etc.)

33. Over the counter medications including vitamins
34. Personal Support Specialist Services not covered by Medi-Cal
35. Pet and pet supplies, veterinary services
36. Physician specialists not covered by Medi-Cal
37. Private counseling not paid by Medi-Cal
38. Repair services
39. Sporting goods
40. Stationary, cards, postage
41. Storage units
42. Subscriptions
43. Telephone services, including cell phone, and equipment
44. Therapy not covered by Medi-Cal
45. Tickets to entertainment or sporting events (for beneficiary and an accompanying companion)
46. Transportation costs including auto expenses, bus pass, taxi voucher or driver
47. Travel, vacations (including paying for personal assistance to accompany beneficiary)

It should be noted that the Trustee will not make any disbursements for basic shelter and related expenses and/or food without certification in writing from the Beneficiary's Primary Representative that they have verified that such payments will not jeopardize the Beneficiary's government benefits. It should be noted that these expenses (food, room, board, rent, mortgage, property taxes, etc.) will be heavily scrutinized and paid solely in the trustee's discretion. No cash, checks, money orders, credit cards or the payment thereof will be provided directly to a beneficiary for any purpose.

The Trustee **may** in its discretion:

1. Purchase gift cards for the beneficiary's use for specific purpose such as automobile gas purchases, household goods, some clothing purchases and the like.
2. Make direct payments to a store, vendor or provider of supplemental services.
3. Reimburse Personal Representatives for expenses paid on behalf of the Beneficiary for supplemental services subject to their prior approval by the trustee.

We hope that this information is of value. This in no way is intended as legal advice or as the definitive statement with respect to these matters. We recommend that all such questions and inquiries be addressed with your attorney.

Personal Support Services

PERSONAL SUPPORT SERVICES: Personal Support Services may be provided to the beneficiary of a Proxy Parent Foundation PLAN of California Master Special Needs Trust. Proxy Parent Foundation hires the personal support specialist to work directly with the beneficiary. The Personal Support Specialist may be an independent contractor or an employee of a Personal Support Contractor. The Personal Support Specialist implements and provides the services and supplemental needs articulated in the Needs and Resources Assessment, which Proxy Parent Foundation completed with the family when it first set up the Special Needs Trust. Proxy Parent Foundation is authorized, however, to change the service plan if the circumstances or condition of the beneficiary has changed or changes in the future. It is always Proxy Parent Foundation's goal to see the beneficiary's best interest is properly served. Proxy Parent Foundation maintains frequent contact with its Personal Support Contractors and Personal Support Specialists so that the welfare of the beneficiary is constantly monitored.

Personal Support Specialists and Service Contractors are selected by reference from local families and reputation within the mental health stakeholder and disability community. Only providers that are known to give quality care and service are selected. Their reputation within the mental health community must be impeccable to be a Proxy Parent Foundation provider. The Personal Support Specialist is required to be a stable, experienced individual who will be able to interact comfortably with the individual beneficiary and maintain a long-term relationship.

The following are examples of the types of Personal Support Services that might be provided:

- Regular contact with the Beneficiary and timely assistance with living and treatment needs such as shopping, recreation, life skills training, getting to doctor's appointments, and helping the Beneficiary find and establish safe and comfortable housing.
- Maintaining contact with the Beneficiary's public or private mental health professional provider when appropriate.
- Assisting the Beneficiary in obtaining, retaining and maximizing public benefits such as SSI, Medi-Cal, and other public mental health services.
- Assisting the Beneficiary to manage his or her income.
- Aiding the Beneficiary in receiving psychiatric, psychosocial, medical, and dental care.
- Helping the Beneficiary learn how to make friends, socialize, exercise, develop good nutritional and hygiene habits, shop, cook, find and hold a job, live independently, etc.
- Assisting the Beneficiary in building a social network to combat isolation.
- Coordinating recreation or vacations for the Beneficiary such as trips to the mountains or beaches, tours, sports, education and entertainment.

- Assisting the Beneficiary to relocate to a better residence and help in maintaining his or her house or living environment.

- Helping the Beneficiary maintain contact with distant or extended family. Arranging trips to see relatives, accompanied if needed in order to travel.

- Managing difficult situations such as those requiring legal services and coordination of private and public mental health and other health care needs.

- Maintaining ongoing contact and support of the Beneficiary while hospitalized (or incarcerated) as well as coordinating aftercare plans with the hospital or judicial system.

- Providing outreach to the Beneficiary if he or she becomes treatment resistant or homeless and coordinating reentry into treatment and housing.

- Being a friend.

How to Set Up a Plan of California Special Needs Trust

1. **Send Enrollment Fee to Proxy Parent Foundation** (The fee may be tax deductible.)
    - $1000 if you opt in to Personal Support Services
    - $1800 if you opt out of Personal Support Services

2. **Staff will contact you to provide and complete the necessary paperwork**
    - If you are opting into our Personal Support Services, this will include the Needs and Resource Assessment, Service Plan, Trust Contribution Schedule, and Personal Support Services Agreement in addition to the Joinder Agreement.
    - If you are opting out of our Personal Support Services, we will send you a Joinder Agreement.

3. **With your attorney, finalize and sign the Joinder Agreement and Personal Support Services Agreement** (if applicable). If the Trust is to be funded through your will or trust, consult with your attorney to place the necessary "bridging language" into your living trust or will. (See "comments for attorneys".)

4. **Return two (2) signed and notarized originals of the Joinder Agreement and Personal Support Services Agreement (if applicable)** to Proxy Parent Foundation, 15243 La Cruz Drive #889, Pacific Palisades, CA 90272. Also, send to Proxy Parent Foundation those pages of your will, living trust or Special Needs Trust in which Proxy Parent Foundation and/or the PLAN of California Master Pooled Trust is named.

5. **We will sign the Joinder Agreement and Personal Support Services Agreement** (if applicable) and a fully executed original of each will be returned to you. That's all you need to do.

Then, live a long, happy life. When needed, the Proxy Parent Foundation will be there for your loved one. The Trust will be activated when assets are deposited & accepted into the beneficiary's sub-account.

Comments on Legal Issues for Grantors

Employ an Attorney

Although there is no law requiring you to consult with an attorney, you should not enter into trust arrangements without one. Not only are laws, rules, regulations and court decisions subject to substantial changes, but your plan must fit the facts of your situation and estate.

Choosing an Attorney

Proxy Parent Foundation does not maintain a roster of attorneys who have special expertise in trust planning for the care of mentally ill persons. While Proxy Parent Foundation may occasionally know of an attorney who works in a specific geographical area, Proxy Parent Foundation does not make any recommendations as to attorneys.

There are attorneys who specialize in the general area of wills and trusts. They are called "estate planning" attorneys. Few, however, will be familiar with the unique combination of a third party special needs trusts and long-term care services.

If your own attorney does not work in this field of law (and this will often be the case), he or she may be able to recommend counsel. Many local bar associations retain lawyer's reference services. Individual members of your NAMI affiliate may be able to make recommendations. Attorneys who specialize in Elder Law may be the most likely to be proficient in third party trusts.

Provide any attorney you use with a copy of pages 17 and 18 of this manual entitled “Comments for Attorneys”.

Planning Ahead for Your Own Future

To protect your own future and that of your estate, attorneys frequently recommend one of more of the following steps. These legal devices are frequently placed within your living trust.

A durable power of attorney designates someone to manage your finances, if you should become incompetent or unable to manage your financial affairs. It does not have to be drafted by an attorney, but must be notarized if real estate is involved. Sample documents may be found on the internet or by asking for a "statutory" form at stationery stores or look for it on the Internet. Proxy Parent Foundation recommends, however, that you discuss the need for a durable power of attorney with your attorney as part of your overall estate planning.

An advance healthcare directive authorizes a friend or loved one to make medical decisions for you. A kit for creating one can be ordered online through the California Medical Association. (www.cmanet.org)

An advance nomination designates someone to serve as your conservator if a court deems one necessary.

Be sure to inform the people whom you have designated to make decisions for you. Give them copies of the appropriate documents and tell them where the originals have been filed.

Who should act as your substitute decision maker in the above documents?

Frequently, one spouse will act for another. In the event there is not a competent spouse living, another capable relative or friend can be named. In the event there is no other capable relative or friend, consult with your attorney as to financial institutions or private fiduciaries.

Proxy Parent Foundation does not act as a conservator, private fiduciary or substitute health decision-maker for Grantors of PLAN Special Needs Trusts.

Comments for Attorneys

Please Share This Document with Your Attorney/Estate Planner

These pages contain important information that your attorney or estate planning professional will need when preparing your will, living trust, or other estate planning documents.

What You Need to Do:

- Provide these pages to the attorney or professional who is preparing your will, living trust, or estate plan
- Ask them to include the appropriate "bridging language" in your documents to connect your estate plan to the PLAN of California Master Pooled Trust
- Review the Joinder Agreement and Personal Support Services Agreement (if applicable) with your attorney

The section below contains technical information and guidance specifically for your attorney to ensure your estate planning documents are properly structured to fund the Special Needs Trust for your beneficiary.

Your clients are about to sign a Third Party Joinder Agreement that will establish a sub-account within the Planned Lifetime Assistance Network (PLAN) of California Master Pooled Trust. The Omnibus Budget Reconciliation Act of 1993 (OBRA ’93) provides that trusts established and managed by nonprofit corporations may pool and conserve the assets of people with disabilities and allow expenditures for their benefit, while not affecting eligibility for certain means tested public benefits. The PLAN of California Master Pooled Trust is such a trust. It is a discretionary, spendthrift trust: a Special Needs Trust. Once the sub-account is funded, it becomes irrevocable.

Bridging Language:

To fund the sub-account within the PLAN of California Master Pooled Trust through the Grantor’s will or living trust, at minimum, wording must be included in the Grantor’s will or living trust to the effect that:

1. The Beneficiary is disabled and has special needs.

2. The Grantor(s) have established a sub-account for his or her special needs within the PLAN of California Master Pooled Trust.

3. That the trustee (executor) is instructed to send assets intended for the benefit of (Name of Beneficiary) to the PLAN of California Master Pooled Trust, or such successor Pooled Trust or Trustee as PLAN of California shall name.

Implementation and Funding:

There are various basic ways in which a PLAN of California Special Needs Trust can be established and implemented. These include, but are not limited to:

1. Funded Prior to the Death of Grantor(s). This is accomplished by the Grantor(s) placing assets into the Pooled Trust. Once funding has been placed into the trust, it becomes irrevocable. Additional funding can be added at a later date.

2. Entered Into Before Death But Funded After Death. The Grantor(s)'s will or life estate has the bridging language placed in it. The Grantor(s) sign the Joinder Agreement for the PLAN of California Master Pooled Trust. If Proxy Parent Foundation is to provide Personal Support Services for the beneficiary, the Grantor(s) also sign the Personal Support Services Agreement. Funding is provided through the Grantor(s)'s estate after their death. Once the assets are accepted by PLAN of California as Trustee of the PLAN Master Pooled Trust, the trust is irrevocable. This is the most common method of establishing a Third Party PLAN of California Special Needs Trust.

The funding for a Third Party PLAN of California Special Needs Trust after death can be accomplished in a variety of ways, including one or more of the following:

1. By a Living Trust, wherein the Trustee is directed to complete the funding of the Special Needs Trust.
2. By Will, wherein the Executor is directed to complete the funding of the Special Needs Trust.
3. By naming the PLAN of California Master Pooled Trust sub-account for the beneficiary as the beneficiary of life insurance or of other designated assets such as bank accounts. (Beneficiary: the "Mary Doe" sub-account within the PLAN of California Master Pooled Trust.)

For more detailed information for attorneys regarding the PLAN of California Master Pooled Trust, please see the Joinder that has been provided to your client within their manual.

- The Manual provided to your client and this Joinder and Personal Support Services Agreement document **only refers to Third Party Trusts.**

    1. The Joinder Agreement establishes the sub-account within the PLAN of California Master Pooled Trust of which PLAN of California acts as the Trustee and is for Third Party sub-accounts only.

    2. The Personal Support Services Agreement provides the terms under which Proxy Parent Foundation will provide personal support services to a mentally ill individual who is the Beneficiary of the sub-account.

Please contact us directly for information for your clients who may require a first party (self-settled) trust or a "stand-alone" Special Needs Trust. We may be reached at 714.997.3310 or via email at info@proxyarentfoundation.org. Proxy Parent Foundation is a dba of Planned Lifetime Assistance Network (PLAN) of California, a 501(c)(3) California nonprofit corporation.

Answers to Commonly Asked Questions

How does the Proxy Parent Foundation's PLAN of California Master Pooled Trust relate to the living trust I already have?

The enrollment donation is a tax-deductible contribution to Proxy Parent Foundation. This donation helps support Proxy Parent Foundation's day-to-day operations and services to future Proxy Parent Foundation families.

Do I have to set up a separate Special Needs Trust within my will or living trust to establish a sub-account within the PLAN of California Master Pooled Trust?

No. The PLAN of California Master Pooled Trust is a Special Needs Trust. The drafting of the trust has already been done. All you need to do is sign the joinder agreement and the Special Needs Trust is established. You may fund it any time you want. Once you or your successor trustee sends the assets to the PLAN of California Master Pooled Trust, the sub-account becomes active and irrevocable. Please consult with your attorney regarding any special circumstances regarding your estate and your relative's Special Needs.

Why shouldn't I just leave a regular inheritance to my relative?

A person who is entitled to SSI and other government benefits like Medi-Cal generally cannot have more than $2000 in assets at any one time. Few families have sufficient assets to leave their disabled relative enough so that that person does not need the safety net of government benefits.

Why is Proxy Parent Foundation needed? Can't my relative for whom I am setting up the trust make decisions on how it is spent?

The beneficiary of a Special Needs Trust legally can have no power or authority as to how funds within them can be used. The Social Security Administration might count the Special Needs Trust as assets of the beneficiary if the beneficiary has any decision making power over how the funds are used. If your relative has no problems with money management, you can consult with them prior to when we develop the Needs Assessment so you can articulate their wishes to become part of the service plan. Even if your relative has difficulties with money management, it is always good to consider their desires, hopes and wishes when doing the Needs Assessment. We will also do this when we make decisions regarding expenditures from the Trust.

What happens to any remaining Trust Balance when the Beneficiary dies?

If the Primary Beneficiary dies, all assets, less expenses, are distributed in accordance with the family's instructions as stated in their Joinder Agreement. Generally, the type of third party trust you are setting up has no "pay-back" to the government for any services that the government has provided the Beneficiary, although laws could change in the future.

What happens to the remainder "gift" that Proxy Parent Foundation/PLAN of California receives if any funds are left after the Beneficiary dies?

When the Beneficiary dies, Proxy Parent Foundation receives a gift of 25% of the remainder balance. These funds are used to benefit other disabled people and their families. That is our mission and your gift will be used towards it.

Can't I just use a friend or a sibling to be the Trustee of a Special Needs Trust?

You can. However, consider the burden and responsibility that would place on the individual. Consider their age. Circumstances change. Their own lives may be adversely impacted by the responsibility of being trustee.

But, I want my son/daughter's sibling to be involved in his/her life?

Absolutely! So does Proxy Parent Foundation! The sibling, or whomever else you wish to appoint, can be named as a Contact Advisor/Primary Representative to be consulted whenever circumstances or conditions change that could require a major shift in the beneficiary's service plan. Additionally, fostering that involvement in itself can be part of the service plan.

What if I would like to establish services now before the Special Needs Trust is funded?

Please call Proxy Parent Foundation regarding our Pay-As-You-Go program. There are many reasons for starting services early. Time of death is uncertain and forming a trusting relationship between your relative and Proxy Parent Foundation may be beneficial. Your relative could know their Proxy Parent Foundation Personal Support Specialist before you pass. The Personal Support Specialist can help your loved one over the months of grief and tasks that will befall them. Or, there may be services that you want your relative to have now, but either you cannot provide them or your relative will not accept them from you. Sometimes an outside party can work better with mentally ill individuals than can the family. And, sometimes you may need to be relieved of the responsibility associated with managing the affairs of your relative. Maybe you have moved out of state or need to reduce the pressure on yourself. All of these are very acceptable reasons for starting "Pay-As-You-Go" services in the here and now.

Is Pay-As-You-Go available in every geographic region of California?

No. However, it is expanding. In an area where we have no active Special Needs Trust beneficiaries residing or current or previous Pay-As-You-Go referrals, we may not have a services contractor vetted and established. But please ask because we are always vetting more individuals and organizations to serve Proxy Parent Foundation.

What if I want to use someone else as Trustee, can I still use PLAN of California's Special Needs Trust?

No. We are the trustee of Proxy Parent Foundation's PLAN of California Master Pooled Trust. You may name that person as a Contact Advisor/Primary Representative instead.

What if I have someone already working with my relative that is not an "approved" Proxy Parent Foundation provider?

In every case, we try to maintain that relationship; we will attempt to contract with that person to act as the Personal Support Specialist. If a trust has been developed between the two, we do not want to break it.

Can this Trust plan be challenged by Social Security or Medi-Cal?

While challenges are always possible, we are advised by legal counsel that the PLAN of California Master Pooled Trust is structured in such a way as to make a successful challenge unlikely. If a government attack should occur, the trustee has the power to terminate any and all sub-accounts, after consultation with the Grantor or his or her designated contacts, and to distribute all funds in accordance with the applicable legal documents.

NEEDS AND RESOURCES ASSESSMENT
SAMPLE

Date: _____

Trustor(s) Name: _____

Address: _____

Phone _____

Beneficiary Name: _____

Address _____

Phone _____

Date of Birth: _____

Prepared By Name: _____

Phone: _____ SSN: _____

Reviewed and discussed with Proxy Parent Foundation representative: _____

Phone: _____ Date: _____

SAMPLE

Government Benefits

Private Insurance

Physical Medical History

Childhood Illnesses/Accidents:
Non-psychiatric medicine currently prescribed:
Important Family Medical History:
Vision/Hearing:
Height:
Current Weight:

Psychiatric History

Psychiatric Diagnosis:
Age at Diagnosis:
Primary Symptoms:
Has your relative been hospitalized in the past 5 years?
Any psychiatric medication taken?
How cooperative is your relative in taking medication?
Is or has your relative been under a conservatorship?
Describe the type of psychiatric crisis your relative is most likely to experience:
What is your relative's current psychiatric situation?
Has your relative ever had ideation about Suicide/Violence?
Has your relative ever experienced substance abuse?
Has your relative ever left suddenly without notifying anyone?
Other:

Current Treatment Providers

Name, address and phone # of Psychiatrist/Psychologist?
Name, address and phone # of General Practitioner?
Name, address and phone # of Dentist?
Name, address and phone # of social worker?

Education History

Employment History

Financial History

Does your relative manage his/her own money or who is his/her designated payee?

SAMPLE

Domicile History

Does your relative manage his/her own money or who is his/her designated payee?

What Services/Activities are the Family Currently Providing for Beneficiary?

Financial Assistance for what items:
Medical Supervision:
Transportation:
Food preparation/laundry:
Household cleaning/repairs:
Shopping:
Recreation:
Budget Assistance:

What Living Skill Assistance Does Your Relative Need or Desire?

Self-care:
Shopping:
Budgeting:
Cleaning:
Cooking:
Banking:

What Type of Activities Does the Beneficiary Enjoy that the Family Wants to Promote?

Family, Friends, Religions/Spirituality

Names, addresses of siblings/relations:
Contact Advisor:
Additional Contact Advisor:
Names and addresses of good friends:
Religion/Spirituality:
Nickname:

Any other additional information you may wish to provide about the Beneficiary, his/her history and/or current situation, and what your wishes and hopes for his/her future might include:

FUTURE PLANNING FOR TRUST PURPOSES ONLY

The total value of assets the family plans to place in a SPECIAL NEEDS TRUST for the beneficiary, the annual expenditure rate in 2025 dollars, and the assumptions used to determine the listed number of years the assets are expected to last are as follows:

Total value of assets: $xxxxxx

Annual expenditure rate in 2025 dollars, $xxxxxx

Assumptions used to determine that these assets are estimated to last xx years were at a rate of x% return on principle and x% inflation rate.

Note: This service plan does not consider estate taxes that might be due. If the total of the family estate is in excess of the allowable estate tax deductions, the family should consider paying for the estate taxes OUTSIDE of the special needs trust. The cost of taxes is not considered in this plan and the trust or your relatives may be gravely depleted if it has to pay its share of such taxes directly from the Special Needs Trust. Please discuss with your tax consultant the tax ramifications of your particular estate.

SAMPLE

Additionally, family is advised to provide some method of “gap funding” for services to the beneficiary for the period of time between the settlement of their life estate/family trust/will and actual funding of the Special Needs Trust. Proxy Parent Foundation will be advised of what provision has been made.

The Family will write Proxy Parent Foundation when the life circumstances or living situation of the beneficiary changes. The Family will also keep Proxy Parent Foundation advised of new addresses for the beneficiary, his or her treatment professionals, and other persons important to the beneficiary’s life.

I/We certify that the above is a true reflection of the needs of (name of Beneficiary) and that these are the needs I/we would like Proxy Parent Foundation to strive to meet under the guidelines of its personal support services system.

Signature of Trustor: _____ Date: _____

Signature of Trustor: _____ Date: _____

Advice to Families

Bridging the Gaps in your Estate Settlement

Tragic gaps can occur between the time your estate is settled and the sub-account Special Needs Trust for your relative is funded. Proxy Parent Foundation will do everything within its power to see that the needs of your relative are fulfilled during this period, but we cannot provide services from or payments to the Personal Support Specialist IF your estate trustee or executor does not contact us immediately and arrange to pay for those services. Please instruct your estate trustee or executor to immediately contact us and pay for needed services. If you are concerned that there will be insufficient liquid cash in your estate to cover a possible transition period, you are encouraged to deposit with Proxy Parent Foundation what you estimate to be 6 months expenses for your relative. That deposit will be held to provide services to your loved one during the settlement of your estate and can be funded via any payment schedule you wish and is completely refundable upon your request.

PROXY PARENT FOUNDATION
PLANNED LIFETIME ASSISTANCE NETWORK OF CALIFORNIA
(PLAN OF CALIFORNIA)

PERSONAL SUPPORT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made on _____ (date) between Proxy Parent Foundation, a dba of Planned Lifetime Assistance Network of California (PLAN) of California (herein referred to as Proxy Parent Foundation) a California nonprofit corporation, and

_____

as Grantor(s) under a sub account to be entered into between Grantor(s) within the PLAN of California Master Pooled Trust (herein referred to as, "Master Trust").

SAMPLE

If there is more than one Grantor they are collectively referred herein as the "Grantor" or as "Grantor(s)" as it identifies the same person(s) as such under the Master Trust and Joinder Agreement.

SECTION ONE: **RECITALS**

The Grantor has entered into a Joinder Agreement with the PLAN of California Master Pooled Trust establishing a sub-account within the Master Trust for the primary benefit of the following disabled person whose disability substantially impairs his own care and which constitutes a substantial handicap (such person is herein referred to as, "Primary Beneficiary"):

Name of Primary Beneficiary: _____

Date of Birth: _____

Current Residence: _____

Social Security #: _____

This Agreement sets forth the terms and conditions upon which Proxy Parent Foundation, or its designees, will provide Personal Support Services for special needs of the Primary Beneficiary.

SECTION TWO: **SPECIAL NEEDS**

At all times in performing its duties under this agreement, Proxy Parent Foundation will be governed in its decisions by the terms and conditions of the Joinder Agreement and Master Trust referenced in Section One. Signed copies of the Joinder and Master Trust are attached and incorporated into this agreement as Addendum #1.

SECTION THREE: **NEEDS AND RESOURCES ASSESSMENT**

A needs and resources assessment and service plan have been completed prior to joining the PLAN of California Master Pooled Trust. The Grantor has been provided assistance in completing the assessment and service plan by Proxy Parent Foundation and/or its Service Contractors. Signed copies of the needs and assessment and service plan are attached to this agreement as Addendum #2.

The Grantor understands that the frequency, degree and scope of PERSONAL SUPPORT SERVICES actually provided by both Proxy Parent Foundation and the Primary Beneficiary's Personal Support Service Contractor will be based on Proxy Parent Foundation's decision as to the need for and the ability of each Primary Beneficiary to utilize those services at any point in time.

Proxy Parent Foundation states that it has projected the time for which services could be rendered, based on accounts paid in, allowing an inflation factor and attempting to predict future earnings. Grantor acknowledges that the cost of future services and the rate of future earnings, including the success of future investments are subject to wide variations. Grantor acknowledges that Proxy Parent Foundation makes no legally binding representations and no warranties or guarantees in the foregoing respects.

SECTION FOUR: **PERSONAL SUPPORT SERVICES**

The needs and resource assessment and services plan reflect an estimate of the level of services that appear economically practical at the time of its completion. It is based upon an estimate provided Proxy Parent Foundation by the Grantors regarding the assets they expect will fund the sub-account. It is not to be construed to represent the actual level of services which may be provided by Proxy Parent Foundation at a later time. Actual services provided will be subject to an at least annual review by Proxy Parent Foundation upon which revision of the individualized plan may be adjusted as determined by the changing circumstances of both the Primary Beneficiary and the remaining assets of his or sub-account within the Master Trust at the time of review.

If determined practicable by Proxy Parent Foundation, and at its sole discretion, Proxy Parent Foundation based upon the trust/sub-account corpus and the needs and assessment plan of the primary beneficiary, may provide personal support services to the Primary Beneficiary which may comprise all or some of the following:

CRISIS MANAGEMENT – Assistance in resolving crisis for Primary Beneficiary, when he or she is hospitalized or incarcerated, by helping to provide support and coordinate aftercare plans with hospital or aftercare services.

CONSERVATOR AND GUARDIAN SERVICES – If the Primary Beneficiary meets legal criteria for such, assist in the appointment of a proper person or public agency as Conservator.

GENERAL SERVICES – Maintain contact with Primary Beneficiary.

HOUSING SERVICES – If practicable and appropriate, assist the Primary Beneficiary in relocating to a better place of residence or another geographical area as desired by the Primary Beneficiary. This includes help in locating the residence and assisting with the physical move and adjustment.

MEDICAL ATTENTION – Assist in obtaining medical and dental care, for the Primary Beneficiary, whether at public or private clinics.

MONEY MANAGEMENT – Assist the Primary Beneficiary to budget/manage his or her incomes from SSI or elsewhere.

OUTREACH – To provide outreach efforts to assist in re-establishing a connection with the treatment system and housing opportunities, in the event the Primary Beneficiary becomes homeless, isolated and detached from services.

PUBLIC BENEFITS – Assist in obtaining for the Primary Beneficiary benefits to which he or she is entitled under any public program, including, but not limited to, SSI, Medi-Cal, Short-Doyle, Public Guardian and Conservatorship services.

QUALITY OF LIFE ENHANCEMENTS – Assist the Primary Beneficiary to make friends, socialize, exercise, develop good nutritional habits, shop, cook, find and hold a job, live independently, etc.

STANDARD OF LIVING – Assist in providing that the Primary Beneficiary's residence is maintained and that basic needs for food, clothing and other basic necessities are met.

VACATION AND TRAVEL – Assist the Primary Beneficiary in coordinating/providing recreational opportunities for respite and relaxation, such as vacations, day trips, or tours.

SECTION FIVE: **SUPPLYING OF PERSONAL SUPPORT AND/OR OTHER SPECIAL SERVICES**

A. It is recognized that Proxy Parent Foundation does not have the resources or staff to directly supply the Personal Support Services contemplated in this agreement and will obtain independent Contractors (Service Contractor) to provide such services.

B. Payments to Service Contractors as well as any Supplemental Expenses contemplated within the Service Plan will be a direct expense to the Primary Beneficiary's sub-account. Service Contractors will be paid at a rate Proxy Parent Foundation deems reasonable for the type and duration of the services that are provided. Furthermore, Proxy Parent Foundation may authorize disbursements to itself for the administration of this agreement and oversight of the Service Contractor.

C. Proxy Parent Foundation, within the resources available to it as a nonprofit corporation, will attempt to provide quality assurance by regularly consulting with the Service Contractor and reviewing the care provided by the Service Contractor.

D. If it becomes impossible or impracticable for Proxy Parent Foundation, or its Service Contractor, to provide personal support services to the Primary Beneficiary for a period of time because such Beneficiary is incarcerated, hospitalized, has disappeared, or refuses to accept services, Proxy Parent Foundation may in its absolute discretion put all or some services "on hold".

E. Proxy Parent Foundation is authorized to make other arrangements for the provision of the special needs services where the procedures contemplated above are not, in the discretion of Proxy Parent Foundation practicable, such as, but not limited to, in sparsely populated areas or in other states (should the Primary Beneficiary migrate).

F. It is emphasized that the discretion of Proxy Parent Foundation as to what can be done to supply services is absolute, yet it will welcome the suggestions (but with discretion remaining with Proxy Parent Foundation) of the individuals names as Advisory Contacts in this Agreement so long as the suggestions are not frivolous or unduly contentious. Should such frivolous and/or unduly contentious suggestions develop, Proxy Parent Foundation reserves the right not to deal with the person making them.

SECTION SIX: **ADVISORY CONTACT PERSONS**

The persons named in this Section, as, and in the order, named in the Joinder Agreement as Primary Representatives, shall be designated Advisory Contract Persons.

The role of the available Advisory Contact Person shall be: To be consulted by Proxy Parent Foundation and or its Service Contractors as to all matters which Proxy Parent Foundation believes constitute a major change in circumstances that will have a substantial bearing on the best interests of the Primary Beneficiary, so that the views of the Advisory Contact Person can be taken into consideration, with Proxy Parent Foundation having the power to make the final decision.

The Advisory Contract Persons are, in order of priority: (If there is no Advisory Contact Person, indicate, NONE).

SAMPLE

Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Name: _____

Address: _____

Telephone: _____

E-Mail: _____

SECTION SEVEN: **COMPENSATION OF PROXY PARENT FOUNDATION**

It is recognized that Proxy Parent Foundation will be 1) constantly coordinating with the Master Pooled Trust to provide services contemplated within this Agreement, 2) selecting Service Contractors and in some cases other providers, and 3) monitoring the performances of Services Contractors and others, and many other related tasks.

Reasonable compensation to Proxy Parent Foundation for administrative services provided under this contract shall be assessed under the terms of a published fee schedule which may be amended from time to time by the Board of Directors.

SECTION EIGHT: **GIFTS TO PROXY PARENT FOUNDATION**

Upon distribution of the Primary Beneficiary's trust, Proxy Parent Foundation shall be entitled to receive gifts from said trust in the instances and amounts as directed in the Joinder Agreement.

SECTION NINE: **DISCLAIMER AND/OR DELETION BY PROXY PARENT FOUNDATION**

A. If any government institution or agency (hereinafter collectively referred to as "Agency") seeks to "attack" (as hereinafter defined) any trust created by the Master Pooled Trust and or the Joinder Agreement or the terms and conditions of this Agreement, Proxy Parent Foundation may elect to disclaim and/or delete such provisions of this Agreement as it deems appropriate in order not to jeopardize the right to public benefits received by the Primary Representative whether present of future.

A. Before exercising either the power to disclaim and/or delete, Proxy Parent Foundation shall consult with any living and competent Grantor, or if there be no living and competent Grantor, with any Conservator of the person or estate or the Primary Beneficiary. If there be no living Grantor or any Conservator, the consultation shall be with the Advisory Contact Person, however, the final decision as to disclaimer and/or deletion shall be made by Proxy Parent Foundation.

SECTION TEN: **TERMINATION OR ASSIGNMENT**

Termination: If Proxy Parent Foundation, in the reasonable exercise of its discretion, determines that that it cannot provide services under this agreement and that the best interests of the Primary Beneficiary are not being served, either by 1) dissolution of Proxy Parent Foundation and/or the PLAN of California Master Pooled Trust, 2) changes in laws and regulations, 3) force majeure, or 4) any other circumstances beyond Proxy Parent Foundation's control, it may assign this agreement to another similar organization or otherwise terminate its duties and responsibilities hereunder.

In the event that such events occur, prior to making any such decision final, Proxy Parent Foundation shall advise any living and competent-to-make-decisions Grantor of the proposed decision and if none, then the Contact Advisory. After the consideration of such input as Proxy Parent Foundation may receive per the above process, Proxy Parent Foundation shall make a final decision.

Should Proxy Parent Foundation make the decision to terminate its service, it shall terminate this agreement by giving notice to the Grantor or the Advisory Contact Person by registered mail.

SECTION ELEVEN: **RIGHT TO AMEND**

Proxy Parent Foundation reserves the right to amend this contract due to force majeure, unforeseen changes in laws and regulations, and for other causes beyond Proxy Parent Foundation's control. However, Proxy Parent Foundation agrees that such amendments shall be reasonably viable in accordance with fulfilling its obligations under this agreement.

SECTION TWELVE: **REVOCATION**

This contract becomes fully valid and operational upon the funding of the Primary Beneficiary's sub-account within the PLAN of California Master Pooled Trust.

Thus, prior to funding of the Primary Beneficiary's sub-account within the Master Trust, this contract may be revoked by the Grantor.

SECTION THIRTEEN: **INDEMNIFICATION AND RELEASE**

Proxy Parent Foundation, within the resources available to it as a nonprofit corporation, will attempt to provide quality assurance by setting and reviewing the Service Plan and the personal support services provided by the Service Contractor.

However, it is strictly understood and agreed that Proxy Parent Foundation shall not be responsible or liable, under any circumstances, for any intentional or negligent wrongful acts, or misjudgments by Proxy Parent Foundation, its employees, the Service Contractor, Personal Support Specialist or by any other third parties to this agreement.

Furthermore, if Proxy Parent Foundation is prevented from performing its obligations under this agreement by an act of God or by any other occurrence that is beyond its control then it shall be excused and released from any of its obligations and undertakings under this agreement.

SECTION FOURTEEN: **SEVERABILITY**

If any part of this agreement is declared invalid for any reason, this ruling shall not affect the validity of the rest of the agreement. The other parts of the agreement shall remain in effect as if the agreement had been executed without the invalid part. The parties declare that they intend and desire that the remaining parts of the agreement continue to be effective without any parts that have been declared invalid.

SECTION FIFTEEN: **ARBITRATION**

All questions and disputes with respect to rights and obligations of the parties arising under this contract shall be resolved by arbitration.

The presumption in any arbitration shall be that both Proxy Parent Foundation and the complainant are concerned with the best interests of the Primary Beneficiary and therefore the fees of the American Arbitration Association and of the Arbitrator, as well as the reasonable fees (reasonableness to be determined by the Arbitrator) of attorneys for PLAN of California Master Pooled Trust and the complaining party shall be a charge against the Primary Beneficiary's trust sub-account. As an exception to the foregoing, should the Arbitrator determine that either or both of Proxy Parent Foundation or the complainant acted frivolously, that party may be ordered to pay the reasonable attorney's fees of the prevailing party.

SECTION SIXTEEN: **GOVERNING LAW**

This contract is deemed to have been entered into in California, and all questions as to the validity, interpretation or performance of any of its terms or any right or obligations of the parties to this contract shall be governed by California law.

SECTION SEVENTEEN: **ENTIRETY OF AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject of this agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this agreement. No agreement, statement, or promise not contained in this agreement shall be valid or binding between the parties with respect to the subject of this agreement.

SECTION EIGHTEEN: **LEGAL REPRESENTATION**

Proxy Parent Foundation does not intend or purport to provide legal advice as to this Agreement. Therefore, Proxy Parent Foundation encourages Grantor to consult with an attorney before executing this contract. Please complete one of the following:

I have been advised with regard to this Agreement by the person named below.

Name: _____

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

I have been advised by Proxy Parent Foundation to seek independent legal counsel as regards to this Agreement, and by signing below, I waive my right to seek legal representation in execution of this Agreement.

_____ _____

Grantor Signature Date

SAMPLE

In WITNESS WHEREOF, the undersigned Grantor(s) have signed this Agreement, understand the same, and agree to be bound by the terms hereof. Proxy Parent Foundation also signs this Agreement as the other party thereto.

_____

Grantor Signature

_____

Grantor Signature

State of California, County of _____, on _____, before me, _____, Notary Public, personally appeared _____ and _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify, under penalty of perjury and under the laws of the State of California, that the foregoing is true and correct.

WITNESS my hand and official seal.

_____

Notary Public in and for said county

Proxy Parent Foundation, a dba of Planned Lifetime Assistance Network (PLAN) of California

By: _____

Title: _____

Date: _____

JOINDER AGREEMENT FOR THIRD PARTY TRUSTS
with Personal Support Services Agreement
for PLAN of California Master Pooled Trust

This is a legal document. You are encouraged to seek independent, professional advice before signing. Ultimately, in the case of court established trusts, this Joinder Agreement will require court approval.

1. BACKGROUND INFORMATION

A. **Enrollment in and adoption of Trust Terms.** The Undersigned hereby enrolls in and adopts PLAN of California Master Pooled Trust Agreement dated Nov. 30, 2006, and First Amendment thereto, dated October 11, 2012 (hereinafter, the "Trust") which is incorporated herein by reference.

B. **Trust Sub-account Number:** _____

C. **Grantor Information:**

Name: _____

Address: _____

SSN or Tax Payer ID: _____

Telephone Day: _____ Telephone Evening: _____

Birth Date: _____ Relationship to Beneficiary: _____

SAMPLE

D. **Beneficiary Information**

Name: _____

Address: _____

SSN or Tax Payer ID: _____

Telephone Day: _____ Telephone Evening: _____

Birth Date: _____

Place of Birth (Hospital): _____ (City/State/Country): _____

Mother's Name: _____ Mother's SSN: _____

Father's Name: _____ Father's SSN: _____

E. **Beneficiary's Primary Representative:**

The Primary Representative does not have the power of authority to compel a distribution from the trust. The Primary Representative does serve in an advisory position with respect to the Trust, assisting the Trustee to understand the beneficiary's needs. The Grantor should be the primary Representative. The Beneficiary, however, cannot act as his or her own Primary Representative. If the Beneficiary has a conservator of the estate, that person should be the primary representative, in the absence of the Grantor. If the Beneficiary is a minor the parent or guardian is the primary representative. If the Beneficiary has a Representative Payee or an agent acting under a durable power of attorney, those persons or another person of the Beneficiary's own choosing may be the primary representative. Please provide the name, address, and relationship of the Primary Representative to the Beneficiary:

Name: _____

Address: _____

Telephone Day: _____ Telephone Evening: _____

Relationship to Beneficiary: _____

F. **Beneficiary's Alternative Primary Representatives:**

SAMPLE

Please list below, in order of preference, the person that you would like to be your alternate or successor Primary Representative:

First Alternate:

Name: _____

Address: _____

Telephone Day: _____ Telephone Evening: _____

Relationship to Beneficiary: _____

Second Alternate:

Name: _____

Address: _____

Telephone Day: _____ Telephone Evening: _____

Relationship to Beneficiary: _____

If none of the named Primary Representatives or successors are able to serve, how would you like for the Trustee to select another Primary Representative?

❑ PLAN of California to act, appoint, or designate agent.

❑ Other: _____

G. **Current Benefits:**

1. Does the Beneficiary receive Supplemental Security Income (SSI)?

☐ YES ☐ NO

If so, how much per month? $ _____

Date Beneficiary began receiving SSI: _____

2. Does the Beneficiary receive Social Security (SSDI)?

☐ YES ☐ NO

If so, how much per month? $ _____

Date Beneficiary began receiving SSI: _____

3. Does the Beneficiary receive Medicare?

☐ YES ☐ NO

If so, what is the Medicare card number? _____

SAMPLE

4. Does the Beneficiary receive Medi-Cal?

☐ YES ☐ NO

If so, what is the Medi-Cal card number? _____

5. List all other forms of public benefits that the Beneficiary receives:

_____

_____

_____

_____

H. **Private Insurance:**

Is the Beneficiary covered under any health insurance policy?

☐ YES ☐ NO

If so, complete the following:

A. Insurer _____

B. Address _____

C. Policy Number _____

I. **Burial Insurance or Burial Account**

Is the Beneficiary covered under prepaid funeral or burial insurance?

☐ YES ☐ NO

If so, complete the following:

1. Insurer _____

2. Address _____

3. Policy Number _____

II. FINAL DISTRIBUTION AND REMAINDER BENEFICIARIES

A. Distributions of the Remainder upon the Beneficiary's Death:

1. Source of Funds:

a. A third party' funds – describe source:

_____

The Trust account established with this Joinder Agreement is funded with a third party's funds. There is no requirement in federal law for reimbursement to the state for medical services received.

SAMPLE

The hierarchy of Deductions from the Remainder upon the death of the Beneficiary is as follows:

First. Payment of expenses such as fees, costs, last illness or burial expenses, if so designated by the grantor.

Second. The amount retained by the Trust.

Third. Distribution of the remainder to the persons designated by the Grantor as "Final Remainder Beneficiaries."

2. Distribution of Remainder upon death of Beneficiary:

a. A minimum gift of 25% of the remainder in the sub-account is retained by the Trust. If a larger gift to Trustee is desired, cross out 25% below and fill in the higher percentage of the remaining funds that will be retained by the Trust:

25% or_____of this sub-account.

b. If there are funds remaining in the Beneficiary's sub-account after the PLAN Trust Remainder Share, the remainder will be distributed in accordance with the Grantor's designation of Remainder Beneficiaries below. Please make sure that the percentages below add up to 100%.

Final Remainder Beneficiaries:

Name of person or entity: _____

Address: _____

Telephone Day: _____ Telephone Evening: _____

Percentage of Final Remainder: _____

Name of person or entity: _____

Address: _____

Telephone Day: _____ Telephone Evening: _____

Percentage of Final Remainder: _____

Name of person or entity: _____

Address: _____

Telephone Day: _____ Telephone Evening: _____

Percentage of Final Remainder: _____

SAMPLE

The total Percentage of all the Final Remainders must equal 100%

Should this section not be completed or should the final percentages not total 100%, the final remainder beneficiary shall be determined by the beneficiary's estate, by will or the laws of intestacy.

c. If any Final Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that beneficiary will instead be distributed to his or her descendants, by right of representation. If a Final Remainder Beneficiary does not have descendants, then his or her share shall lapse.

3. Locating Final Remainder Beneficiaries:

Grantor acknowledges that PLAN may incur additional costs if Final Remainder Beneficiaries or the beneficiaries of Grantor's estate cannot be located easily. Grantor acknowledges and agrees that the Trustee may recover its reasonable costs and expenses associated with locating such beneficiaries.

III. OPERATIONAL PROVISIONS

A. **Disbursements:**
The Grantor recognizes that all disbursements are discretionary, as directed by the Trustee.

1. With this in mind, the Grantor expresses the following desires as to how funds in the Trust sub-account might be used for the Beneficiary's supplemental needs: (For example, dental work not covered by Medi-Cal, rehabilitative services, education, musical enjoyment, recreation, etc.)

1. Although still subject to Trustee discretion, additional Supplemental Needs, including items of a similar nature to those listed above, may be specified in a Case Assessment and Supplemental Needs Plan that may be established for the Beneficiary upon funding of the sub-account and updated from time to time.

B. **Contact Information** *(Regarding initial Sub-Account Disbursements and Other Matters)*:
SEE APPENDIX 2

C. **Fees:**
In non-court supervised trusts such as hers, fees and costs for any services specifically for the Beneficiary are paid from the Beneficiary's specific Trust account. Grantor agrees to pay the fees in accordance with Appendix 1 that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Grantor, the Trustee is authorized to charge such fees to a Beneficiary's sub-account. Fees are not refundable.

SAMPLE

D. **Miscellaneous Provisions:**
The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, so long as any such amendment is consistent with PLAN of California Master Pooled Trust Agreement and the then-applicable law.

1. Taxes

   a. The Grantor acknowledges that the Trustee has made no representation to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise.
   b. Grantor acknowledges that Trustee has made no representations as to the gift or tax consequences of directing funds to the Trust and has recommended that the Beneficiary seek independent legal advice.Trust sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.
   c. Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust sub-accounts.

1. This Trust is a pooled special needs trust, which is governed by the laws of California. Since the funds forming the trust account did not originate with the beneficiary, this Trust account is not administered in conformity with the provisions of 42 U.S.C. § 1396p, amended August 10, 1993, the Omnibus Budget Reconciliation Act of 1993.

E. ACKNOWLEDGMENT BY GRANTOR:

Each Grantor acknowledges that he or she has been advised to have PLAN of California Master Pooled Trust Agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement.

Each Grantor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each

Grantor agrees that the Trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith.

Each Grantor acknowledges and agrees that the Trustee, its agents and employees, as well as their agent's and employees' heirs and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Trustee, and the funding of a sub-account for a Beneficiary, that this Trust, as to the Grantor and the Beneficiary, is irrevocable. Each Grantor acknowledges that after the funding of a sub-account, the Grantor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income therefrom.

SAMPLE

Each Grantor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by PLAN of California in deciding to execute this Joinder Agreement.

Each Grantor further represents, warrants, and agrees:

1. That he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
2. That if he or she has not had PLAN of California Master Pooled Trust Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;
3. That he or she has been provided a true and correct copy of PLAN of California Master Pooled Trust Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement;
4. That he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and
5. That PLAN of California or its designee may be a Remainder Beneficiary of a portion of the sub-account established hereby upon the death of the Beneficiary as provided in Section J of this Joinder Agreement.

F. FEDERAL TAXES; INDEMNIFICATION BY GRANTOR:

Each Grantor acknowledges that a trust sub-account may be treated as a grantor trust for federal income tax purposes as provided under IRC § 671 et. seq. and the treasury income tax regulations thereunder. In such event, all allocable income, gains or losses shall be reported on the Grantor's federal income tax return and taxable to the Grantor. Each Grantor acknowledges that the Grantor, the primary representative, or the Beneficiary shall be responsible for mailing their own federal and/or state income tax returns to report the income of the Trust which is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee from any and all claims for income tax liabilities of his or her sub-account which is treated as a grantor trust for federal income tax purposes.

IN WITNESS WHEREOF, the undersigned Grantor has reviewed and signed this Joinder Agreement, and agrees to be bound by its terms and the Trustee has accepted this Joinder Agreement, the parties hereby executed this Joinder Agreement to be effective as of:

SAMPLE

this _____ day of _____,
20_____.

_____

Signature

PLAN of California, as Trustee

By: _____

Executive Director

APPENDIX 1 TO THE JOINDER AGREEMENT
FOR THE PLAN OF CALIFORNIA MASTER POOLED TRUST

Fee Schedule for Third Party Trust with Personal Support Service Contract

A Fee Schedule shall be published annually and is available upon request. Effective July 7, 2016 the following fees may be changed from time to time by the PLAN of California Master Pooled Trust for Joined Third Party Trusts with Personal Support Service Contract.

Enrollment Fee: A $1,000 enrollment fee, made upon execution of Personal Support Service Agreement and Joinder Agreement, covering the cost of opening a Third Party Trust sub-account for the Beneficiary, shall be waived in lieu of a $1,000 donation made prior to a Needs & Resource Assessment interview with PLAN of California.

Annual Trust Maintenance Fee: Once the trust is funded, a trustee & administration fee is charged annually. The trustee & administration fee is 1.75% of trust balance for balances up to $100,000, 1.5% for balances from $100,001 to $300,000, 1.25% for balances over $300,000, or $750 per year, whichever is greater.

SAMPLE

Personal Support Administrative Fee: Under the Personal Support Services Agreement, a 15% administration fee is charged based upon personal support services hours provided, contracted with qualified personal support specialists.

Special Assessments: The Trustee has authority from time to time, as necessary, to assess all sub-accounts or certain sub-accounts with special assessments for specific costs such as Trust Amendments, the cost of defending a sub-account of the Trust, or taking actions to preserve a beneficiary's Public Benefits.

Other fees that may be paid to outside parties: Investment management, IRS tax preparation fees, legal services, contracted Primary Representative and Personal Support Services, etc., to be negotiated at reasonable, competitive professional rates.

APPENDIX 2 TO THE JOINDER AGREEMENT OF THE PLAN OF CALIFORNIA MASTER POOLED TRUST

Fee Schedule for Third Party Trust with Personal Support Service Contract

CONTACT INFORMATION

For information regarding a Beneficiary's sub-account, or for initial requests for disbursements, call or write PLAN of California, at:

PLAN of California Master Pooled Trust
Attn: Carmen Bowen, Executive Director
15243 La Cruz Drive #889
Pacific Palisades, CA 90272
714.997.3310
cbowen@proxyparentfoundation.org

SAMPLE