

**THE JEWISH LOS ANGELES SPECIAL NEEDS TRUST**  
**dated July 1, 2016**  
**Amended May 27, 2020 & September 23, 2021**

**A Pooled Master Trust Serving the Needs of  
Persons with Disabilities in the Greater  
Los Angeles Area**

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# The Jewish Los Angeles Special Needs Trust Table of Contents

## **Article 1 – ESTABLISHING THE JEWISH LOS ANGELES POOLED TRUST**

Section 1.01	Introduction .....	1
Section 1.02	Trust Irrevocable .....	1
Section 1.03	Purpose of Trust.....	1
Section 1.04	Intention to Comply with State and Federal law .....	2
Section 1.05	Initial Funding .....	2
Section 1.06	Non-Profit Status .....	2
Section 1.07	Trustee Appointment, Delegation and Removal.....	3
Section 1.08	Trust Amendment, Modification and Reformation .....	3

## **Article 2 - JOINDER AGREEMENT AND INDIVIDUAL ACCOUNTS**

Section 2.01	Execution of Joinder Agreement .....	4
Section 2.02	Irrevocable Contribution .....	4
Section 2.03	Management of Trust Individual Accounts .....	4
Section 2.04	Beneficiary Advocate & Beneficiary Support.....	5

## **Article 3 - DISTRIBUTION GUIDELINES**

Section 3.01	Distribution Guidelines .....	6
Section 3.02	Trustee Discretion on Distributions is Absolute .....	6
Section 3.03	The Beneficiary's Interests are Primary .....	7
Section 3.04	Trust Not Liable for Failure to Identify Resources .....	7
Section 3.05	Payments to Third Parties for Goods or Services .....	7

## **Article 4 - ADMINISTRATIVE PROVISIONS**

Section 4.01	Individual Account.....	7
Section 4.02	Trust and Individual Accounts are Irrevocable .....	8
Section 4.03	Fees and Expenses .....	8
Section 4.04	Periodic Report .....	8
Section 4.05	Inspection of Individual Account Records .....	8
Section 4.06	Preparation of Tax Returns and Elections.....	9
Section 4.07	Periodic Payments .....	9
Section 4.08	Initial Valuation Date, Annual Valuation Date and Adjustments to Valuation Amount .....	10

**Article 5 - TRUSTEE POWERS**

Section 5.01 Trust Powers ..... 10  
Section 5.02 Trustee May Delegate Ministerial Duties & Execute a Power of Attorney 10  
Section 5.03 Trustee Delegation..... 10  
Section 5.04 Investment Powers..... 11  
Section 5.05 Limits of Trustee’s Authority ..... 12  
Section 5.06 Employment of Agents ..... 12  
Section 5.07 Trustee May Seek Judicial Instructions ..... 12  
Section 5.08 Trust’s Defense Costs and Expenses ..... 12  
Section 5.09 HIPAA Release Provision ..... 12

**Article 6 - TERMINATION OF INDIVIDUAL ACCOUNT**

Section 6.01 Overall Intent of this Article ..... 13  
Section 6.02 Requirement of Notice to State(s), City and County Agencies Upon  
Early Termination or Termination Upon Death of Individual Account ..... 13  
Section 6.03 Termination of Individual Account During the Beneficiary’s Lifetime ..... 14  
Section 6.04 Distributions at the Beneficiary’s Death..... 14  
Section 6.05 Trust Remainder Share to the JLA Trust..... 15

**Article 7 – PROVISIONS APPLICABLE TO INDIVIDUAL ACCOUNTS SUBJECT TO COURT APPROVAL OR WHERE THE COURT HAS RETAINED JURISDICTION OVER THE INDIVIDUAL ACCOUNT**

Section 7.01 Introduction ..... 15  
Section 7.02 Method of Amending Individual Accounts Under Court Jurisdiction..... 16

**ARTICLE 8 - GENERAL PROVISIONS AND DEFINITIONS**

Section 8.01 Applicable Governing Law ..... 16  
Section 8.02 Gender, Number, Captions ..... 16  
Section 8.03 Severability..... 17  
Section 8.04 Notices ..... 17  
Section 8.05 Headings ..... 17  
Section 8.06 Legal Citations ..... 17  
Section 8.07 Other References..... 17  
Section 8.08 Definitions ..... 17

# The JEWISH LOS ANGELES SPECIAL NEEDS TRUST

## Article 1

### Establishing the Jewish Los Angeles Pooled Trust

#### Section 1.01 Introduction

This Declaration of Trust creating a Pooled Self Settled Special Needs Trust is made on July 1, 2016 and amended on May 27, 2020, by Jewish Los Angeles Special Needs Financial Services, Inc., a California not-for-profit corporation (sometimes hereinafter referred to as "the Settlor"). Jewish Los Angeles Special Needs Financial Services, Inc., is the Declarant and Settlor of the Trust.

The Trust established by this Declaration shall be known as **the JLA Special Needs Trust or JLA Trust dated July 1, 2016** and is hereinafter referred to as **the JLA Trust.** Any Reference to the Jewish Los Angeles Special Needs Trust or JLA Trust shall refer to this Trust as it may from time-to-time be amended or restated.

#### Section 1.02 Trust Irrevocable

This Trust is irrevocable. It is a self-settled, pooled special needs trust established pursuant to the authority of §1917(d)(4)(C) of the Social Security Act (42 U.S.C. 1396p(d)(4)(C)).

#### Section 1.03 Purpose of Trust

It is the intention of Jewish Los Angeles Special Needs Financial Services, Inc. in creating this Trust to create a master trust that will hold funds for the benefit of individual Beneficiaries in Individual Accounts. The funds will be pooled together for investment and management purposes.

The purpose of this trust agreement is to provide a mechanism through which disbursements will be made from each Beneficiary's Individual Account that will enhance the quality of life and promote independence for each Beneficiary's without causing a loss of eligibility for needs-based benefits such as SSI, Medi-Cal or In-Home Support Services (IHSS). Reference in this instrument to "Medi-Cal" include reference to any other state's Medicaid program equivalent.

The mission of the JLA Trust is to ensure that people with disabilities are able to obtain the highest possible quality of life by leveraging the power of pooled investments to assist with long-term financial security and maximum independence. The JLA Trust also gives families access to a professional fiduciary, a service previously available only to high net-asset families.

#### **Section 1.04 Intention to comply with State and Federal law**

Beneficiaries of the JLA Trust have their own Individual Account. It is the intention of the Settlor to comply with all state and federal laws and regulations related to pooled trusts for persons with disabilities, including 42 USC §1396p(d)(4)(C); and Title 22 of the California Code of Regulations, Section 50489.9(a)(4). In conformity with those laws and regulations:

Each individual Account contains the assets of the individual or that person's spouse who is disabled, and

The JLA Trust is established and managed by the Jewish Los Angeles Special Needs Financial Services, Inc., a nonprofit corporation, and

Each Individual Account governed by this agreement shall be held and distributed for the "sole benefit" of each Beneficiary as defined by federal and state regulations.

The California Department of Health Care Services or the Medicaid agency of any other State Medicaid agency that has provided medical services to the Beneficiary shall receive, upon the death of the disabled individual or disabled spouse, all funds remaining in the individual account up to an amount equal to the total amount of medical assistance paid on behalf of that individual by the Medi-Cal program or other State's Medicaid agency. The State(s) shall receive this amount only to the extent that funds are not retained by the Trust pursuant to 42 U.S.C. §1396p(d)(4)(C) and the provisions of Section 6.04 and Section 6.05, below.

#### **Section 1.05 Initial Funding**

Concurrently with the execution of this Trust, the Settlor has transferred to the Trust the minimum sum of \$20,000. The Trust Estate shall consist of this initial contribution and all additional contributions in cash or property made to the Trust Estate at any time on behalf of a Beneficiary by any person acceptable to the Trustee.

#### **Section 1.06 Non-Profit Status**

JLA Trust Inc. has been granted tax exempt status by the Internal Revenue Service under Internal Revenue Code Section 501(c)(3).

#### **Section 1.07 Trustee Appointment, Delegation and Removal**

The initial Trustee appointed under this Agreement shall be Denise Klein. However, Jewish Los Angeles Special Needs Financial Services, Inc. shall have the authority to remove and replace any Trustee at any time. Under this authority, Jewish Los Angeles Special Needs Financial Services, Inc. may elect to serve as Trustee, may name a replacement Trustee, or may name another person or entity to serve as a Co-Trustee with

any then serving Trustee. The JLA Trust Inc. may also appoint separate Co-Trustees to serve jointly as Co-Trustee with the Trustee over a specific Individual Beneficiary Account where necessary or convenient.

Any Trustee or Co-Trustee appointed under this Section shall be a corporate trustee, private professional fiduciary, attorney licensed to practice law in California or other person or entity authorized to serve as a Trustee under the provisions of the California Professional Fiduciaries Act, from time-to-time existing.

In the event that there is more than one Trustee serving under this agreement, the term Trustee in this document shall refer to the Trustee or Co-Trustees specifically appointed to a specific Individual Beneficiary Account.

### **Section 1.08 Trust Amendment, Modification and Reformation**

Notwithstanding the irrevocability of this Trust as set forth in Section 1.02, above, the Settlor's Board of Directors may amend, modify or reform the Trust for any of the following purposes:

To conform the provisions of the Trust to any rules or regulations that are issued by any governing body or agency relating to the intent and purposes of the Trust as well as to meet the requirements of any new laws, rules or regulations applicable to the Trust;

To continue to meet the purposes of the Trust;

To clarify the construction and administration of the Trust;

To comply with the specific requirements of state and/or federal law which may be applicable to a Beneficiary; and

To comply with Internal Revenue Service, other government agency requests and/or the requirements of state laws as may be necessary from time to time.

Any such amendments, modifications or reformations may be made prospectively or retroactively, *nunc pro tunc* at the discretion of Jewish Los Angeles Special Needs Financial Services, Inc. and shall not require advance or subsequent notice to any Beneficiary. However, under no circumstances may the Trust be amended, modified or reformed in a manner that would (i) render a previously made irrevocable contribution revocable; (ii) cause the Trust to fail to comply with any of the provision of 42 U.S.C. §1396p, the statues and regulations related to that section; or (iii) abandon or fail to fulfill the basic purposes and objectives of this Trust.

**Article 2**  
**JOINDER AGREEMENT AND INDIVIDUAL ACCOUNTS**

**Section 2.01            Execution of Joinder Agreement**

In order to join and benefit from the Trust, all beneficiaries are required to sign a Joinder Agreement. By execution of the Joinder Agreement and related enrollment documents, the Parties to the Joinder Agreement agree to the terms of the Trust, and acknowledge that upon the funding of a Beneficiary's Individual Account with the Contributed Amount, the Beneficiary shall have no further interest in and does relinquish and release all right, control over, incidents of ownership and interest of any kind or nature in and to the Individual Account (including any and all subsequent additions to the Beneficiary's Individual Account). Any special instructions for the benefit of the Beneficiary should be described in the Joinder Agreement.

**Section 2.02            Irrevocable Contribution**

The assets contributed to an Individual Account established herein are irrevocably assigned, transferred, conveyed and delivered to the Trustee to be used for the sole benefit of the Beneficiary and as set forth in the Trust and Procedure Manual.

**Section 2.03            Management of Trust Individual Accounts**

Assets contributed on behalf of a Beneficiary are invested and administered as an Individual Account in the name of and for the sole benefit of the Beneficiary. The assets in the Individual Accounts can be pooled for investment and management purposes, but an Individual Account will remain in a separate account. The Trustee may pay for a Beneficiary's Supplemental Services from the assets of an Individual Account up to the whole thereof as the Trustee, in its sole discretion, may from time to time deem advisable for the Beneficiary.

**Section 2.04            Beneficiary Advocate & Beneficiary Support**

**Delegation of Beneficiary Support**

The Jewish Los Angeles Special Needs Financial Services, Inc. Board of Directors shall have the authority to appoint a qualified individual and/or agency to provide beneficiary support for each beneficiary account included but not limited to enrollment, approval or disapproval of all disbursement requests for each Beneficiary's account to assure continued benefit eligibility, and termination of beneficiary account upon death of beneficiary. The Jewish Los Angeles Special Needs Financial Services, Inc. Board of Directors shall also have the authority to remove and replace the qualified individual or agency.

## **Selection of Beneficiary Advocate**

A Beneficiary Advocate and if possible a Successor Beneficiary Advocate or Successor Beneficiary Advocates are to be named in the Joinder Agreement, subject to the approval of the Trustee and/or Jewish Los Angeles Special Needs Financial Services, Inc.

**(a)** A Trust Beneficiary shall not normally serve as his own Beneficiary Advocate. However, if Trust Beneficiary acts as his own Advocate, Jewish Los Angeles Special Needs Financial Services, Inc. and/or a Trustee may, in its discretion, remove him from acting as own Beneficiary Advocate if it believes he is not acting in his own best interest. The Successor Beneficiary Advocate shall then assume responsibility of acting as Beneficiary Advocate for Trust Beneficiary. In the event that there is no Successor Beneficiary Advocate named in the Joinder, or is unwilling to act in this capacity, Jewish Los Angeles Special Needs Financial Services, Inc. and/or a Trustee may request assessment and/or ongoing support from professional care manager, social worker, fiduciary, or otherwise qualified individual to serve as Beneficiary Advocate. Expenses shall be paid out of Trust Beneficiary's Trust Account.

**(b)** Upon execution of the Beneficiary Advocate Acceptance of Duties, the Beneficiary Advocate shall stand in the shoes of the Trust Beneficiary and all decisions made by the Beneficiary Advocate shall be binding upon the Trust Beneficiary and the Final Beneficiaries. JLA Trust Inc. and the Trustee shall rely on the representations of the Beneficiary Advocate as if made by the Trust Beneficiary.

**(c)** Jewish Los Angeles Special Needs Financial Services, Inc. and/or a Trustee may, in its discretion, remove a Beneficiary Advocate if it believes he or she is not acting in the best interest of Trust Beneficiary. In the event that there are no other Successor Beneficiary Advocates named in the Joinder, or is unwilling to act in this capacity, Jewish Los Angeles Special Needs Financial Services, Inc. and/or a Trustee may authorize assessment and/or ongoing support from professional care manager, social worker, fiduciary, or otherwise qualified individual to serve as Beneficiary Advocate. Expenses shall be paid out of Trust Beneficiary's Trust Account.

## **Article 3**

### **DISTRIBUTION GUIDELINES**

#### **Section 3.01 Distribution Guidelines**

The Trustee may distribute discretionary amounts of principal and income for the benefit



of each Beneficiary from their respective Individual Account for those special needs not otherwise provided by governmental financial assistance. The Trustee shall not make any distributions from the Trust that supplant or replace public assistance benefits from any county, state, federal government, regional center, or other governmental agencies that may be available to the Beneficiary, unless the Trustee determines, in the Trustee's sole and absolute discretion, that the advantage of such distributions outweighs the partial or full loss of the Beneficiary's benefits.

### **Section 3.02 Trustee Discretion on Distributions is Absolute**

In determining a Beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Beneficiary's Individual Account shall be considered available to the Beneficiary. In the event the Trustee is requested to release principal or income of the trust to or on behalf of a Beneficiary to pay for equipment, medication, or services which any government agency is authorized to provide, or in the event the Trustee is requested to petition the court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized, in the Trustee's discretion, to take whatever administrative or judicial steps may be necessary to continue a Beneficiary's eligibility for benefits, including obtaining instructions from a court of competent jurisdiction ruling that the Individual Account is not available to a Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Individual Account.

### **Section 3.03 The Beneficiary's Interests are Primary**

The Beneficiary's needs shall supersede the interests of all remainder beneficiaries recognized under the Individual Account.

### **Section 3.04 Trust Not Liable for Failure to Identify Resources**

It remains the responsibility of the Beneficiary, the Advocate and/or his or her legal representative to seek out and apply for appropriate assistance programs and to properly provide the necessary documentation and information required to qualify and remain qualified for any such Government Assistance program. The JLA Trust shall not be liable to any Beneficiary for failure to identify such Government Assistance all programs or resources that may be available to such Beneficiary. As evidenced by the execution of the Joinder Agreement, the Parties recognize and acknowledge the uncertainty and changing nature of the guidelines, laws and regulations pertaining to Government Assistance and agree that the JLA Trust will not be responsible for causing a period of disqualification for a Beneficiary. In addition, the JLA Trust will not in any event be liable for any loss of benefits by a Beneficiary as long as the JLA Trust acts in good faith.

### **Section 3.05          Payments to Third Parties for Goods or Services**

In making payments to a third party for goods or services, the Trustee shall consider the time and effort involved in providing the services, as well as the prevailing rate of compensation for similar services.

## **Article 4**

### **ADMINISTRATIVE PROVISIONS**

#### **Section 4.01          Individual Account**

A separate Individual Account shall be maintained for each Beneficiary. However, for purposes of investment and management of funds, the Trustee may in its discretion pool the assets of the Individual Account while maintaining Individual Accounts. The Trustee, or its authorized agents, shall maintain records for each Individual Account in the name of and showing the assets contributed for each Beneficiary, along with increases and decreases in their Individual Account.

#### **Section 4.02          Trust and Individual Accounts are Irrevocable**

The Trust and the Beneficiary's Individual Account shall be irrevocable upon execution of the Joinder Agreement, the payment of the Contributed Amount to a Beneficiary's Individual Account and the acceptance of the Contributed Amount by the Executive Director of the JLA Trust and the Trustee. All Individual Accounts shall be subject to the JLA Trust Procedure Guidelines.

#### **Section 4.03          Fees and Expenses**

The amount of fees and expenses associated with each Individual Account shall be set forth and charged in the manner described in the Trustee Fee Agreement between the Trust and the Beneficiary. The Trust shall be entitled to additional compensation for extraordinary services rendered which are not covered in the Trust's Fee Agreement.

#### **Section 4.04          Periodic Report**

For accounting purposes, the Trust and each Individual Account shall be operated on a calendar year basis. The Trustee will provide periodic accountings, at least annually, to the Jewish Los Angeles Special Needs Financial Services, Inc. Board of Directors and to each Beneficiary (or to his or her Advocate) showing all receipts, disbursements and distributions to or from the Beneficiary's Individual Account during the previous accounting period. If the Beneficiary or the Advocate objects to the accounting, the time to object is thirty (30) days from the date of receipt of the accounting. Failure to object within this

time period shall conclusively be deemed an acceptance of the accounting as to all matters and transactions set forth therein as to the person not timely objecting.

#### **Section 4.05            Inspection of Individual Account Records**

Individual Account records shall be available at all reasonable times and upon reasonable written request for inspection by the Beneficiary, the Beneficiary's Advocate, a person designated in writing by the Beneficiary, the Beneficiary's duly appointed Guardian, Conservator or Agent under a Durable Power of Attorney for Asset Management and the Jewish Los Angeles Special Needs Financial Services, Inc. Board of Directors. The Trustee may make records available to the Social Security Administration and the California Department of Health Services regarding distributions from the Trust and the establishment of an Individual Account.

The Executive Director or appointed staff member of the JLA Trust and the Trustee may furnish Trust or Individual Account records and documentation to the Social Security Administration or the Department of Health services without approval of the Beneficiary or Advocate for purposes of establishing eligibility for the Beneficiary and the integrity of the JLA Trust. The Executive Director of the JLA Trust and the Trustee shall not be required to furnish Trust or Individual Account records or documentation to any other individual, corporation or other entity who is not the Beneficiary, or an Advocate who does not have the express written approval of the Beneficiary or Advocate to receive such information.

#### **Section 4.06            Preparation of Tax Returns and Elections**

The Trustee shall not be responsible for the preparation and filing of any tax return for any Beneficiary but may provide assistance by a professional tax preparer for a Trust Beneficiary if requested:

- (a) To prepare and file all types of tax returns, forms and schedules and arrange for payment of all local, state federal, and foreign taxes incident or applicable to a Trust Beneficiary's Individual Account; to prepare all necessary fiduciary income tax returns; and to make all necessary and appropriate elections in connection therewith in its discretion.
- (b) To pay any of a Trust Beneficiary's income tax liability that results from income received by the Trust and properly reported on a Trust Beneficiary's income tax return. The funds used to pay any such income tax liability shall be paid directly to the appropriate tax authority and shall not be available to a Trust Beneficiary. A trust Beneficiary shall not have any right to or interest in any such funds paid by the Trustee.
- (c) A Trust Beneficiary, a Trust Beneficiary's Advocate or Legal Representative shall execute any letters, Powers of Attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee.

(d) The Trustee shall receive additional compensation for these services.

(e) In all cases appropriate 1099 or K-1 Forms will be e-mailed to the Beneficiary.

#### **Section 4.07          Periodic Payments**

In the event that any Individual Account is named as the payee of irrevocable periodic payments from a qualified assignment pursuant to Section 130 of the Internal Revenue Code, the Trustee shall have no duty to seek out or otherwise obtain any remaining guaranteed payments upon the Beneficiary's death if the parties to the qualified assignment have named residual beneficiaries other than the Individual Account.

#### **Section 4.08          Initial Valuation Date, Annual Valuation Date and Adjustments to Valuation Amount**

The initial valuation date shall be the date on which an Individual Account is completely funded. The annual valuation date for all Individual Accounts shall be as of the date on which the Individual Account has the highest value for the prior year to include all subsequent deposits. Adjustments to the valuation amount may be made by the Trustee as may be necessary. The Annual Trust fee shall be adjusted and paid accordingly.

### **Article 5**

## **TRUSTEE POWERS**

#### **Section 5.01          Trust Powers**

The JLA Trust and the Trustee shall have full power and authority, in its absolute discretion, to do all acts and things necessary to accomplish the purposes of the Trust and each Individual Account. The Trustee shall perform the Trustee's duties to receive, hold, manage and control all the income and principal and to do such other acts or things concerning the Trust as may be appropriate.

The Trustee may exercise, without prior approval from any court, all powers conferred by this trust agreement and any other powers conferred by law, including, without limitation, those powers set forth under the common law or any fiduciary powers act or other laws of the State of California, except as otherwise specifically provided in this agreement.

#### **Section 5.02          Trustee May Delegate Ministerial Duties & Execute a Power of Attorney**

The Trustee may appoint any individual or entity to serve as the Trustee's agent under a power of attorney to transact any business on behalf of the trust. Any appointment shall

include a prior notification and approval of the Executive Director of the Jewish Los Angeles Special Needs Financial Services, Inc. and is subject to the policies and procedures established by the Board of Directors of the JLA Trust.

### **Section 5.03 Trustee Delegation**

In order for the Trustee to meet its responsibilities under California's prudent investor laws or any other applicable state laws, and amendments thereto, the Trustee may delegate some or all of its investment functions to an Investment Advisor. The Trustee shall maintain appropriate periodic review and monitoring of the investment and advisor's actions.

### **Section 5.04 Investment Powers**

For investment purposes, the Trustee shall have the power to invest any assets of an Individual Account in:

- (a) Direct obligations of the United States, or of the State of California, maturing not later than five years from the date of making the investment;
- (b) United States Treasury bonds redeemable at par value on the death of the holder for payment of federal estate taxes, regardless of maturity date;
- (c) Securities listed on an established stock or bond exchange in the United States which are purchased on such exchange;
- (d) Eligible securities for the investment of surplus state moneys as provided for in Section 16430 of the Government Code;
- (e) An interest in a money market mutual fund registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80 a-1, et seq.) or an investment vehicle authorized for the collective investment of trust funds pursuant to Section 9.18 of Part 9 of Title 12 of the Code of Federal Regulations, the portfolios of which are limited to United States government obligations maturing not later than five years from the date of investment and to repurchase agreements fully collateralized by United States government obligations;
- (f) Units of a common trust fund described in Section 1564 of the Financial Code. The common trust fund shall have as its objective investment primarily in short-term fixed income obligations and shall be permitted to value investments at cost pursuant to regulations of the appropriate regulatory authority;
- (g) Mutual funds held and traded in the United States; and

- (h) United States government obligations (bonds) maturing in less than five years from the date of investment.

#### **Section 5.05 Limits of Trustee's Authority**

No authority described in this Trust or available to the Trustee pursuant to applicable law shall be construed to enable the Trustee to purchase, exchange or otherwise deal with or dispose of the assets of any Beneficiary's Individual Account for less than adequate or full consideration or to enable any person to borrow the assets of any Individual Account, directly or indirectly, without adequate interest or security.

#### **Section 5.06 Employment of Agents**

The Trustee may employ custodians, attorneys, accountants, corporate fiduciaries, or any other agent or agents to assist the Trustee in the administration of the Trust and to rely on the advice given by these agents. Reasonable compensation for all service performed by these agents shall be paid from the Trust. Such expenses shall be allocated to the Individual Accounts in proportion to their relative values or in any other manner the Trustee deems appropriate.

#### **Section 5.07 Trustee May Seek Judicial Instructions**

The Trustee, with the consent of the Executive Director of the JLA Trust, may initiate proceedings to seek judicial instructions or a judicial determination in any court having jurisdiction of these matters relating to the construction and administration of the Trust or of a Beneficiary's Individual Account.

#### **Section 5.08 Trust's Defense Costs and Expenses**

Costs and expenses of defending the Trust from any claim, demand, legal or equitable action, suit or proceeding may be, in the sole discretion of the Trustee, (a) charged on a pro rata basis to all Beneficiary Individual Accounts, or (b) charged only against the Individual Accounts of the affected Beneficiaries. The Trustee, in its sole discretion, shall determine whether defense costs affect a substantial number of Beneficiary Individual Accounts and warrant allocation among all Individual Accounts or whether the issue requiring defense of the Trust is limited to a single Beneficiary's Individual Account or only to certain Beneficiary's Individual Accounts, warranting, allocation only to such Beneficiary Individual Accounts. Defense costs shall also include challenges to the validity of the Trust or the use of the Trust for a specific Beneficiary by a federal or state governmental or semi-governmental agency. This provision shall be liberally construed.

#### **Section 5.09 HIPAA Release Provision**

By signing a Joinder Agreement to this Master Trust and pursuant to the terms of this Section, a Beneficiary (or by and through his or her Advocate or Legal Representative) authorizes the release of all individually identifiable health information and medical records pertaining to the Beneficiary to JLA Trust, the Trustee and their designated employees

and agents. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 C.F.R. 160-164 and to all entities and individuals covered by HIPAA. This authority has no expiration date and will only expire if revoked in writing by one of the persons granting it and when delivered to an applicable health care provider.

## **Article 6**

### **TERMINATION OF INDIVIDUAL ACCOUNT**

#### **Section 6.01 Overall Intent of this Article**

The intent of this trust agreement and specifically with this article is to ensure compliance with the mandate under Section 1917(d)(4)(C) of the Social Security Act as interpreted under federal law and the laws of any state that has provided Medicaid services for the Beneficiary's Individual Account pertaining to reimbursement of the State(s) on behalf of the beneficiary under each State(s) Medicaid plan(s) for any medical assistance that has been paid.

#### **Section 6.02 Requirement of Notice to State(s), City and County Agencies upon Early Termination or Termination upon Death of Individual Account**

In the event the Individual Account is terminated during the Beneficiary's lifetime or upon the death of the beneficiary, notice shall be given to all Medicaid agencies or any state that has provided services to the beneficiary under that State's Medicaid plan.

Specifically, for beneficiaries who have received services in California, notice shall be given of the trust termination to any county or city and county in California that has made a written request to the Trustee for notice and to all of the following state agencies: California Department of Health Care Services, California Department of Mental Health, and the California Department of Developmental Services. Such Notice shall be addressed to the Director of the respective Department at his or her Sacramento office. The Trustee shall notify the Department of Health Care Services within 90 days of the date of trust termination, or within the time period required by law, whichever is less.

#### **Section 6.03 Termination of Individual Account During the Beneficiary's Lifetime**

Under no circumstances may a trust Beneficiary have the power to terminate his or her Individual Account in accordance with POMS Section SI 01120.199F.1. The Trustee may, in its sole and absolute discretion, terminate an Individual Account to the Beneficiary subject to any right of reimbursement of any State Medicaid Agency(s) that has or have provided medical services to the Beneficiary including the California Department of Health Care Services.

- (a) Upon early termination (i.e., termination prior to the death of the Beneficiary), the State(s), as primary assignee, shall receive all amounts remaining in the trust at the time of termination up to an amount equal to the total amount of medical assistance paid on behalf of the individual under the State Medicaid plan(s); and
- (b) Other than payment for those expenses listed in Section 6.03(a), no entity or person other than the trust beneficiary may benefit from the early termination of the Individual Account.

### **Allowable Expenses**

The following types of administrative expenses may be paid from the trust prior to reimbursement of medical assistance to the State(s):

Taxes due from the trust to the State(s) or Federal government due to the termination of the trust; and

Reasonable fees and administrative expenses associated with the termination of the trust.

### **Section 6.04 Distributions at the Beneficiary's Death**

Upon the death of a Beneficiary of an Individual Account the Trustee shall comply with all state and federal law pertaining to disposition of the remaining assets in the Individual Account.

#### **(a) Repayment of Costs for Medical Assistance Paid by the Medi-Cal Program and Trust Remainder Share**

Upon the death of a Beneficiary all funds remaining in the individual account that are not retained by the trust as the Trust Remainder Share pursuant to 42 U.S.C. §1396p(d)(4)(C) shall be paid to the State(s) that may have provided medical assistance under the State Medicaid plan from such remaining amounts in the account in an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State Medicaid plans. To the extent that the trust does not retain the funds in the account as the Trust Remainder Share pursuant to 42 U.S.C. §1396p(d)(4)(C), the State(s) shall be the first payees and have priority over payment of other debts and administrative expenses except as authorized under Federal law and State laws of the state(s) that have provided medical assistance to the Beneficiary.

#### **(b) Distribution of Remaining Assets**

Any assets remaining in the Individual Account after the distributions provided for in Section 6.04(a) above shall be distributed in accordance with the terms of the Joinder Agreement.



## **Section 6.05 Trust Remainder Share to the JLA Trust**

Unless the Beneficiary's Joinder Agreement provides otherwise, an amount not to exceed one half (1/2) of the entire Remainder Amount in a deceased Beneficiary's Individual Account shall be added to the trust's Trust Operating Account maintained by the trust as the Trust Remainder Share with the balance being given to the designated beneficiaries listed in the Joinder Agreement. The Trust Remainder Share shall be used to carry out the JLA Trust's exempt activities in accordance with Bylaws as provided in 42 U.S.C. §1396p(D)(4)(C).

## **Article 7**

### **PROVISIONS APPLICABLE TO INDIVIDUAL ACCOUNTS SUBJECT TO COURT APPROVAL OR WHERE THE COURT HAS RETAINED JURISDICTION OVER THE INDIVIDUAL ACCOUNT**

#### **Section 7.01 Introduction**

The provisions of this Article shall apply to any individual account in which a court has retained jurisdiction over that account in accordance with California Rule of Court 7.903 from time to time existing, and Los Angeles Superior Court Local Rule 4.116, from time to time existing, as well as any other local rule of a county in which an individual account is under court supervision.

#### **Section 7.02. Specific provisions application to court supervised individual accounts**

Pursuant to California Rule of Court 7.903, the following provisions shall apply to each individual account under court supervision:

- (a). The individual account may not be modified or revoked without prior court approval;
- (b). All investments shall comply with Probate Code §2574, from time to time existing;
- (c). The Trustee shall post bond in the amount required under Probate Code §2320, *et seq*, in an amount applicable to the individual account;
- (d). The Trustee shall file accounts and reports for court approval in the manner and frequency required by Probate Code §1060 *et seq* and §2060 *et seq*;
- (e). Any change in Trustees shall require court approval and an order appointing the successor Trustee of the individual account; and
- (f). Compensation of the Trustee and the attorneys for the Trustee shall be in just and reasonable amounts that shall be fixed and allowed by the court. The Trustee may seek

an order providing for periodic payments of compensation on account, subject to the requirements of Probate Code §2643 and California Rule of Court 7.755.

## **Article 8**

### **GENERAL PROVISIONS AND DEFINITIONS**

The following general matters of construction shall apply to the provisions of this agreement:

#### **Section 8.01      Applicable Governing Law**

The validity of this trust shall be determined by reference to the laws of California. Questions of construction and Administration of the Trust shall be determined by the laws of the State of California.

#### **Section 8.02      Gender, Number, Captions**

Words denoting the masculine or feminine gender shall be construed to mean or include the opposite gender and the singular form shall be construed to include the plural and the plural the singular, as the context requires or admits.

The captions of Articles, Sections, and subsections used in this agreement are for reference purposes only and shall have no effect on the interpretation of this agreement.

#### **Section 8.03      Severability**

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement shall be interpreted and construed as if any invalid provision had never been included in this agreement.

#### **Section 8.04      Notices**

All notices and consents shall be in writing and sent by U.S. mail, other delivery methods or by personal delivery with a receipt acknowledged in writing, to the Parties at the addresses listed in the Joinder Agreement unless corrected or changed information is provided in the same manner to the Trust.

## **Section 8.05        Headings**

The headings above the various provisions of the Trust have only been included for convenience purposes to make it easier to locate the subject covered by each provision and are not to be used in construing this Trust or in ascertaining the intention of JLA Trust or the Trust.

## **Section 8.06        Legal Citations**

If a legal citation is incorrectly stated, the correct citation shall be deemed to have been stated. If a California citation is described, but the law of another state is applicable, the then applicable citation for such state shall be deemed to have been described. Citations include amendments that may be made from time to time.

## **Section 8.07        Other References**

If a reference to a section in another document is incorrectly stated, the correct reference shall be deemed to have been described.

## **Section 8.08        Definitions**

For purposes of this agreement, the following definitions shall apply:

### **(a)     Assets**

Assets mean and include both the corpus and income of the Trust or an Individual Account, as may be applicable.

### **(b)     Advocate**

“Advocate” means the person and successor persons, as may be applicable, named in the Joinder Agreement. The Trustee is authorized to communicate and to obtain advice from the Advocate with regard to a Beneficiary’s investment interests, health care, social activities, care management, residential options and other issues relating to life care of the Beneficiary.

### **(c)     Beneficiary**

Beneficiary means a person with a disability as defined in §1614(a (3) of the Social Security Act of (42 U.S.C. §1382C (a) (3)). If the Social Security Administration or any authorized governmental entity has not made a determination that the Beneficiary is a person with a disability, the Trustee is authorized to accept such Beneficiary within its discretion if it believes that the individual will meet the necessary requirements.

### **(d)     Contributed Amount**

Contributed Amount means the initial amount and any subsequent amounts contributed or transferred to the Trust and placed in a Beneficiary's Individual Account.

**(e) Person with a Disability**

Person with a Disability means a person having a physical or mental impairment that complies with the requirements of 42 U.S.C.

**(f) Government Assistance**

Government Assistance means any and all services, medical care, benefits and financial assistance that may be provided by any county, state or federal agency, now or in the future, to or on behalf of a Beneficiary. Such benefits include but are not limited to the Supplemental Security Income (SSI) payments, Social Security Disability Insurance (SSDI), Medicaid, In-Home Supportive Services (IHSS) or other similar governmental programs providing public and/or medical assistance benefits, programs covering mental health, intellectual disability, physical disability and persons with developmental disabilities.

**(g) Grantor**

Grantor refers to the Beneficiary on whose behalf a contribution has been made to the Beneficiary's Individual Account (ISA). For the purposes of the Trust, a Beneficiary is considered to be the Grantor for all purposes and either name (Beneficiary or Grantor) may sometime be used interchangeably. The Beneficiary is considered to be the Grantor even though the contribution is made on the Beneficiary's behalf by a Beneficiary's parent, a Beneficiary's grandparent, a Beneficiary's guardian, a Beneficiary's other relative or friend or by a court regardless of the source.

**(h) Individual Account**

Individual Account means the financial account within the Trust maintained for the benefit of an individual Beneficiary. The value of the Individual Account shall be equal to the value of the assets contributed on the Beneficiary's behalf less disbursements made on behalf of the Beneficiary, increased by earnings and appreciation, less taxes, expenses, depreciation and fees as set forth in the Joiner agreement. The letters Individual Account refers to the Beneficiary's Individual Account.

**(i) Investment Advisor**

Investment Advisor refers to the financial organization or individual managing the assets in the Individual Account in accordance with federal and state law and providing investment advice.

**(j) Investment Policy**

Investment Policy is the policy described by the Trustee for investing the assets in the Individual Account in consultation with and upon the advice of the Investment advisor.

**(k) Joinder Agreement**

Joinder Agreement is the agreement by which a Beneficiary enrolls as a participant in the Trust. The agreement is between the JLA Trust and the Beneficiary (or the Beneficiary's Legal Representative). The Joinder Agreement establishes an Individual Account within the Trust for the benefit of a Beneficiary. The Joinder Agreement also contains information about the Beneficiary, the Beneficiary's Legal Representative (if any) the Advocate and any final Remainder Beneficiaries, as well as information about the rights and obligations of the Parties. The JLA Trust and the Beneficiary or the Beneficiary's Legal Representative is required to sign the Joinder Agreement. The Advocate's Acceptance of Duties will make the Advocate a party to the Joinder Agreement.

**(l) Legal Representative**

Legal Representative means a legal guardian, conservator, agent acting under a durable power of attorney, trustee, representative payee, custodian under the Uniform Gift or Transfers to Minors Act of any state, or other person caring for a Beneficiary who can act on behalf of a Beneficiary for the purpose of making binding agreements with the Trust.

**(m) Master Pooled Trust**

"Master Pooled Trust" refers to the trust described in Article One of the trust document that contains the assets of many different individuals, each in separate accounts established by individuals, and each with a Beneficiary.

**(n) Parties**

Parties refer to the persons who executed the Joinder Agreement and the Advocate.

**(o) Reimbursement Claims**

Reimbursement Claims refers to the applicable claims or liens of any governmental agency which is entitled to reimbursement for benefits paid to or for the benefit of a Beneficiary because of being a participant of the Trust.

**(p) Remainder Amount**

Remainder Amount means all of the remaining funds, if any, in an Individual Account of a deceased Beneficiary or an Individual Account that has been terminated.

**(q) Required Documents**

Required Documents refers to any documents described in the application to join the Trust, in the Joinder Agreement or otherwise required by JLA Trust and/or the Trustee.

**(r) Successor Trustee**

Successor Trustee means a Trustee that has been appointed to succeed the functions and obligations of the original or initial Trustee. The term Successor Trustee includes the preceding definition and applies to each Successor Trustee.

**(s) Supplemental Services**

Supplemental Services include disbursements for "special needs" "supplemental needs" and/or "supplemental care" all of which shall mean non-support disbursements and may be used interchangeably. It is not the intention of the Settlor or the Grantors of the contributions to the Trust to displace public or private financial assistance that may otherwise be available to a Beneficiary and to limit the Trustee's disbursements to those for a Beneficiary's Supplemental Services for which no public funds are available.

**(t) Trust**

The term "trust" or "Trust agreement" shall refer to this agreement and all trusts created under the terms of this agreement.

**(u) Trust Application**

Trust Application means the application completed and signed by an individual or the individual's Legal Representative when applying to become a Beneficiary.

**(v) Trust Fee Agreement**

Trust Fee Agreement shall be the agreement between the Trust and the Beneficiary setting the amount of fees and costs chargeable to the Beneficiary's Individual Account for administration and management of the Individual Account.

**(w) Trust Operating Account**

Trust Operating Account means the account into which the Remainder Amount is paid when a Beneficiary's Individual Account is terminated. This account is owned by JLA Trust and funds can be transferred to JLA Trust to be used by JLA Trust to carry out its tax exempt purposes.

**(x) Trust Remainder Share**

Trust Remainder Share means the amount of a Beneficiary's Individual Account Remainder Amount retained by the Trust in the Trust Operating Account.

**(y) Trustee**

Trustee means a Trustee, Trustees, a Co-Trustee, Co-Trustees, a Successor Trustee or Successor Trustees as may be applicable and appointed by JLA Trust under a separate written agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Declaration of Trust to be effective as of the date and year first above written.

Jewish Los Angeles Special Needs Financial Services, Inc.

By: Michael Wolf

Title: Executive Director

**RESOLUTION REGARDING APPOINTMENT OF NEW TRUSTEE**

The Board of Directors of JEWISH LOS ANGELES SPECIAL NEEDS FINANCIAL SERVICES, INC. At its regularly scheduled Board Meeting on September 23, 2021, adopted the following Resolution:

SECOND AMENDMENT TO THE  
JEWISH LOS ANGELES POOLED SPECIAL NEEDS TRUST  
Dated July 1, 2016 and amended May 27, 2019

**WHEREAS**, the Board of Directors of Jewish Los Angeles Special Needs Financial Services, Inc, a California Not for Profit Corporation, as Settlor created the Jewish Los Angeles Special Needs Trust dated July 1 2016 and amended May 27, 2020 (hereafter the Master Trust); and

**WHEREAS**, Denise Klein was appointed the initial Trustee of the Master Trust pursuant to section 1.07; and

**WHEREAS**, Denise Klein has resigned as trustee of the Master Trust,

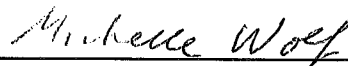
**THEREFORE**, pursuant to the provisions of Section 1.07 of the Master Trust, Jewish Los Angeles Special Needs Financial Services, Inc. hereby appoints Ronald Parks, a Private Professional Fiduciary, as Trustee of the Master Trust. A duly executed copy of this Resolution together with the acceptance from Ronald Parks shall be attached to and become part of the Master Trust Agreement.

In all other respects, the Board of Directors reaffirms the terms of the JEWISH LOS ANGELES SPECIAL NEEDS TRUST dated July 1, 2016.



Sandor Samuels (Oct 1, 2021 12:28 PDT)

Sandor Samuels, Chairman



Michelle Wolf, Secretary

I accept the appointment as Trustee



Ronald Parks