



Jewish Los Angeles Special Needs Financial Services Inc.
JOINDER AGREEMENT for
 Jewish Los Angeles Third Party Pooled Special Needs Trust

This is a legal document.
You are strongly encouraged to seek independent, professional advice before signing.

Definitions:

- JLA Trust: Jewish Los Angeles Special Needs Financial Services, Inc.
- SNT: Supplemental / Special Needs Trust
- The Trust: Jewish Los Angeles Third Party Pooled Special Needs Trust dated February 1, 2017
- Beneficiary: The sole (only) person who will benefit from the funds in the Trust
- Grantor/Settlor: A person who puts their own money into the Trust for the benefit of a Beneficiary
- Irrevocable: Cannot be cancelled or terminated

A. The undersigned hereby enrolls in and adopts Jewish Los Angeles Third Party Pooled Special Needs Master Trust Agreement dated February 1, 2017, as amended, which is incorporated herein by reference.

B. Trust Sub-Account Number: _____ **Date Joined:** _____

(acct. # will be assigned by JLA Trust, upon enrollment)

C. Beneficiary:

Name: _____ Gender: _____

Address: _____

Social Security Number: _____ Birthdate: _____

Email: _____ Cell Phone: _____

Home Phone: _____ Work Phone: _____

Preference to receive communication via *(choose all that are applicable)*:

- Email Cell Phone Home Phone Work Phone Text Message to Cell Phone

D. Grantor/Settlor (if not Beneficiary)

The undersigned (“Settlor”) hereby transfers the amount of \$ _____ and/or will transfer funds in the future as described in Section M for deposit into an individual sub-account in the Trust, for the benefit of the Beneficiary named below. The Trust is a Third-Party Special Needs Trust (SNT). Funds are pooled for investment purposes. Interest, dividends and other income on each Individual Trust Account is taxable to the Beneficiary.

Relationship to Beneficiary: Self Parent Grandparent Agent under Power of Attorney
 Court Appointed Guardian

Name: _____ Gender: _____

Address: _____

Social Security Number: _____ Birthdate: _____

Email: _____ Cell Phone: _____

Home Phone: _____ Work Phone: _____

Preference to receive communication via (*choose all that are applicable*):

Email Cell Phone Home Phone Work Phone Text Message to Cell Phone

E. Other Beneficiary Information:

Beneficiary's Marital Status: Single Married Spouse's Name if Married: _____

U.S. Citizen? Yes No Beneficiary's Place of Birth (City/State): _____

F. Beneficiary's Parent(s) Information (if applicable)

Mother's Name: _____ Father's Name: _____

Email: _____ Email: _____

Home Phone: _____ Home Phone (*if different*): _____

Cell Phone: _____ Cell Phone: _____

Birthdate: _____ Birthdate: _____

Social Security Number (*optional*): _____ Social Security Number (*optional*): _____

Home Address: _____

Home Address (*Father, if different*): _____

G. Conservator(s)/Beneficiary Advocates

Note – A Beneficiary Advocate is the person who will be the primary liaison with JLA Trust. This is an advisory, non-legal role.

As described in Section 2.04(a) of the Jewish Los Angeles Third Party Pooled Special Needs Pooled Trust, a Trust Beneficiary shall not normally serve as his own Beneficiary Advocate. However, if the 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 the acting as Beneficiary Advocate for Trust Beneficiary. Conservator(s) and other legal representatives can choose to be the primary Beneficiary Advocate, but must list a Successor Beneficiary Advocate.

Beneficiary's legal representative [e.g., parent of a minor, legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary]:

Name of the Beneficiary's Legal Representative: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____ Birthdate: _____

Will the Beneficiary's Legal Representative listed above serve as the Primary Beneficiary Advocate for the JLA Special Needs Trust II? Yes No If no, please indicate who will be the Primary Beneficiary Advocate:

Primary Beneficiary Advocate Name (if different than above): _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____ Birthdate: _____

Successor Beneficiary Advocates: If the person above ceases to serve either by notification of Jewish Los Angeles Special Needs Financial Services Inc., incapacitation or death, please list below, in order, the persons that you would like to be successor Beneficiary Advocates:

1. First Alternate:

Name: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____

2. Second Alternate:

Name: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____

Additional successor beneficiary advocates can be named on a separate sheet provided in **Appendix A**.

Please note that in the event there is no Successor Beneficiary Advocate named in the Joinder, or the person named 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 a professional care manager, social worker, fiduciary or otherwise qualified individual to serve as the Beneficiary Advocate. Expenses will be paid out of the Trust Beneficiary's Trust Account.

H. Current Benefits

Regional Center Client? Yes No If so, which one? _____

Service Coordinator: _____ Direct Phone: _____

Representative Payee: _____ Direct Phone: _____

Does Beneficiary receive any of the following?

- Supplemental Security Income (SSI)? Yes No If so, how much per month? _____

SSI Office Location: _____ Phone: _____

Address: _____

City, State, Zip: _____

- Social Security Disability Insurance (SSDI)? Yes No If so, how much per month? _____
- Medi-Cal? Yes No If so, what is the Medi-Cal card number? _____
- Medicare? Yes No If so, what is the Medicare card number? _____
- IHSS? Yes No If so, how many hours per month? _____
- Cal-Fresh (Food Stamps)? Yes No If so, how much per month? _____
- Section 8 Voucher? Yes No If so, how much is the voucher worth per month? _____
- Veteran? Yes No If yes, who is your VA contact? _____

List any other forms of government assistance that the Beneficiary receives, and any relevant amounts: (i.e. Veterans Benefits, Housing/Utility Subsidies)

Form of Assistance:

Amount of Benefit Received Monthly:

I. Private Health Insurance

If the Beneficiary is covered under any private health insurance policy, please complete the following.

Insurer Company: _____ Policy Number: _____

Primary Person Insured: _____

Phone: _____ Address: _____

J. Life Insurance

If the Beneficiary is covered under his/her own life insurance plan, please complete the following.

Insurer Company: _____ Policy Number: _____

Phone: _____ Address: _____

Who is (are) the named beneficiary(ies)? _____

K. Disability – PROOF OF DISABILITY MUST ACCOMPANY THIS AGREEMENT

What is (are) the beneficiary's diagnosed disability(ies)? _____

At what age what the beneficiary first diagnosed, and by whom? _____

L. Living Arrangements

Indicate the current living arrangements of the beneficiary:

- | | |
|--|---|
| <input type="checkbox"/> Independently, no supported living services | <input type="checkbox"/> In an ICF-DD |
| <input type="checkbox"/> Independently, with supported living services | <input type="checkbox"/> In Assisted Living |
| <input type="checkbox"/> With parents | <input type="checkbox"/> In a Nursing Home |
| <input type="checkbox"/> With siblings/other family members | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> In a licensed Group Home | |

M. Source of Funds for Pooled Special Needs Trust (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Cash from Parents or Grandparents at the time of enrollment | <input type="checkbox"/> Inheritance |
| <input type="checkbox"/> Life Insurance (from Parents, Relatives and/or Friends) | <input type="checkbox"/> Family contribution over time |
| <input type="checkbox"/> Annuity | <input type="checkbox"/> Gift from Friends / Family |
| | <input type="checkbox"/> Other (please describe): _____ |

How much will be initially invested when you open a sub-account with JLA Trust? How do you intend to further add funds to the trust (if applicable)? This is not binding but rather to give JLA Trust a sense of your plans going forward. See *Policies and Procedures Guide* for more information.

Initial Investment Amount: \$ _____

Additional Investments: _____

Initial Investment Method: Wire EFT Check

Investment Option Selection: Conservative Conservative Growth Moderate Growth To Be Determined

N. Quarterly Statements

Beneficiary: Should the beneficiary receive quarterly statements? Yes No

Beneficiary Advocate/Conservator/parent: Would the advocate like to receive quarterly statements? Yes No

Are there any other authorized contacts who should receive the quarterly statement? Yes No

If yes, please list below:

Name: _____ Relationship to Beneficiary: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

O. Tax Information

Who should receive tax information for filing personal tax returns on behalf of the beneficiary (only one person can receive this tax information)?

- Beneficiary
- Legal Representative
- Beneficiary Advocate
- Tax Preparer or other authorized person:

Name: _____ Relationship to Beneficiary: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

P. Upon the Beneficiary’s Death

Funeral / Burial Arrangements: SSI regulations require that funeral provisions be prepaid prior to death. Funeral expenses can’t legally be paid after the beneficiary’s death from a pooled special needs trust.

Are funeral provisions in place and prepaid? Yes No

Distributions of the Remainder upon the Beneficiary’s Death:

The beneficiary’s sub-trust individual account terminates upon his or death, as stated in Section 6.02 of the JLA Special Needs Master Trust II, in accordance with POMS Section SI 0 SI 01120.199F.1. In order to meet SSI regulations, the trust beneficiary cannot have the power to terminate the individual account and only the trust can terminate early an account prior to death of beneficiary.

Upon the death of a Beneficiary of an individual account, the Trustee shall make distributions in accordance with the terms of the Joinder Agreement after the allowable administrative expenses are paid and the State’s right to the reimbursement, if any, is satisfied.

The Trust’s Remainder Share will be used in the Trustee’s discretion as follows in accordance with Federal Law: “(a) for the benefit of other indigent Beneficiaries, (b) to add indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to the Trust as Beneficiaries, or (c) to provide indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication or services deemed suitable for such persons by the Trustee.”

Disclosure: Because Federal law allows for remainders from pooled special needs trusts to be retained for charitable, tax-exempt purposes, there is a potential conflict of interest of which we are disclosing. However, JLA Trust will always aim to remain true to its mission to “to ensure that children and adults with disabilities are able to obtain the highest possible quality of life, by leveraging the power of community to assist with financial security and peace of mind.”

Remainder Allocations - Final Remainder Beneficiaries

Upon death of the beneficiary, 90% of any 3rd party trusts remainders will be allocated to designated heirs, with the remaining 10% to be retained by JLA Trust to help people with disabilities.

Do you want to designate more than 10% of any remainders to JLA Trust? Yes No

If so what percentage in total would you like to allocate to JLA Trust? _____

List below the persons or entities that you would like to receive the beneficiary's portion of the remaining funds. The total of the percentage of final remainders MUST equal 100% (after taking out the percentage to JLA Trust above).

1. Name: _____ Percentage of Final Remainder: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____ Birthdate: _____

2. Name: _____ Percentage of Final Remainder: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____ Birthdate: _____

3. Name: _____ Percentage of Final Remainder: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____ Birthdate: _____

Please Note: 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, based on established Civil Law practices of distributions to family members. If a Final Remainder Beneficiary does not have descendants, then his or her share shall lapse.

Locating Final Remainder Beneficiaries:

Grantor acknowledges that JLA Trust 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 manager may recover its reasonable costs and expenses associated with locating such beneficiaries.

Q. Fees

Grantor agrees to pay the fees in accordance with **the fee schedule in the Policies and Procedures Guide** and that may be amended after this date. If fees are not paid in advance by Grantor, the Executive Director and Trustee are authorized to charge such fees to a Beneficiary's sub-account. Fees are not refundable.

R. Management of Trust Sub-Account/Disbursements

The Trust's individual accounts will be managed and administered for the sole benefit of the Beneficiary, as defined by Federal and State regulations.

Contributions/Deposits

1. All contributions made to the individual trust account will be held and administered pursuant to the provisions of the applicable Jewish Los Angeles Special Needs Financial Services, Inc. Trust II which are incorporated by reference in this document.
2. The Trustees shall have the sole and absolute right to accept or refuse additional deposits to the individual account.
3. In the event that a Beneficiary has a zero (\$0) individual account balance for 90 or more consecutive days, the Trustee shall retain the right to close the Beneficiary's individual trust account. Please be advised that the Trustee may continue to charge administrative fees for the management of the individual trust account prior to its closure.

Disbursements

1. All disbursements will be reviewed and approved on an individual basis, using the 12 Month and Long Term Spending Plan (see Policies and Procedures Guide for further information).
2. The policy of the Trust is to not allow disbursements for the purchases of firearms, items related to illegal activity, bail or restitution.
3. All disbursements shall be made at the sole and absolute discretion of the Trustee, as outlined in Section 2.02 of the JLA Special Needs Pooled Trust II.
4. No disbursements shall be made after the death of a beneficiary, even for expenses incurred or due prior to death.

Taxes

1. The Grantor acknowledges that contributions to individual trust accounts, including enrollment fees, are not tax deductible as charitable gifts, or otherwise.
2. Individual trust account income may be taxable to the Beneficiary, subject to applicable exemptions and deductions. Professional tax advice is recommended.

Amendments

The provisions of this Joinder Agreement may be amended as the Grantor and the Executive Directors may jointly agree, so long as any such amendment is consistent with JLA Special Needs Pooled Trust II and the then-applicable law. Provided, however, that after an individual account is funded the Grantor may not revoke a transfer nor amend the named Beneficiary or Distribution of Remainder upon death of beneficiary of this Joinder Agreement.

Contact Information Regarding the location of Jewish Los Angeles Special Needs Financial Services, Inc.

All current contact information is included in the Policy and Procedures Manual and may be amended from time to time. The location of this Trust for administrative, account and legal purposes shall be in the County of Los Angeles. The validity, construction and all rights under this agreement shall be governed by the laws of the State of California and Federal law in conformity with the provisions 42 USC 1396pd(4)(C); and Title 22 of the California Code of Regulations, Section 50489.9 (a) (4).

Disclosure of Potential Conflict of Interest

The Grantor(s) executing this Joinder Agreement is/are aware of the potential conflicts of interest that exist in the Trustee's administration of the Trust. The Trustee shall not be liable to Grantor or to any party for any act of self-dealing or conflict of interest resulting from their affiliations with Jewish Los Angeles Special Needs Financial Services, Inc. or any sub-contractors.

S. Acknowledgment by the Grantor

By signing below, you affirm that you understand and agree to the following:

I have received and read a copy of the applicable Master Trust prior to the signing of this Joinder Agreement and acknowledge that I understand the contents of it. I also understand that said document may be amended from time to time. I have been provided with the applicable fee schedule and Policy and Procedures Handbook. I also understand there may be changes from time to time.

Each Grantor acknowledges that he or she has been advised to have the Jewish Los Angeles Special Needs Pooled Trust II Agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement.

Each Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Manager (Jewish Los Angeles Special Needs Financial Services, Inc.,) 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 the Beneficiary is disabled as defined in Social Security Law Section 1614(a)(3) [42 USC 1382c(a)(3)].

Each Grantor acknowledges and agrees that the Trustee may conclusively rely upon the paid staff members of Jewish Los Angeles Special Needs Financial Services, Inc., and the Trustee to identify programs that may be of social, financial, developmental or other assistance to Beneficiaries. The Trustee, its agents and employees, as well as their agents' and employees' heirs and legal 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 recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Grantor agrees that the Jewish Los Angeles Special Needs Financial Services, Inc. as Manager, its agents and employees will not in any event be liable for any loss of benefits as long as the Manager acts in good faith.

Each Grantor acknowledges and agrees that Jewish Los Angeles Special Needs Financial Services, Inc., 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 Manager so long as the Manager acts reasonably and in good faith.

Each Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Manager 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 generated.

Each Grantor represents, warrants and agrees that he or she has not been provided, nor is her or she relying upon, any representation of or any legal advice by Jewish Los Angeles Special Needs Financial Services, Inc. in deciding to execute this Joinder Agreement.

Each Grantor further represents, warrants, and agrees:

- that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
- that if he or she has not had JLA Special Needs Pooled Trust II Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;
- that he or she has been provided a true and correct copy of JLA Special Needs Pooled Trust II Master Trust and this Joinder Agreement prior to the signing of this Joinder Agreement;
- that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments;
- that Jewish Los Angeles Special Needs Financial Services, Inc 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 P of this Joinder Agreement; and
- that a copy of this signed Joinder and Master Trust will be sent to governmental agencies, if needed, as proof of having established a special needs trust.

T. Federal Taxes and Indemnification by Grantor

Each Grantor acknowledges that a trust individual 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 and the Manager from any and all claims for income tax liabilities of his or her individual account which is treated as a grantor trust for federal income tax purposes. If any taxes are due on an individual account, the funds for payments of the taxes will be automatically distributed from the individual account.

IN WITNESS WHEREOF:

Whereas the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms. In addition, the Grantor stipulates that he/she is the legal representative of the beneficiary and has the full authority to act on his/her behalf.

Grantor Name: _____ Date: _____

Grantor Signature: _____

Grantor Name (*additional if applicable*): _____ Date: _____

Grantor Signature: _____

Attach Notary Certificate

and the Manager has accepted this Joinder Agreement; **Jewish Los Angeles Special Needs Financial Services, Inc.**, as

Manager Name: _____ Title: _____

Manager Signature: _____ Date: _____

the parties hereby execute this Joinder Agreement, to be effective as of the ____ day of _____, 20__.

Attach Notary Certificate

Appendix A: Additional Successor Beneficiary Advocates

Additional Alternate:

Name: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____

Additional Alternate:

Name: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____

Additional Alternate:

Name: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____

Additional Alternate:

Name: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Email: _____

Relationship: _____



ACKNOWLEDGMENT OF RULES REGARDING TRUE LINK RESTRICTED-USE VISA CARD

- No cash will ever be allowed from the card
- Requests are not approved automatically. All requests **MUST BE PRE-APPROVED BY THE TRUSTEE, THIS CAN TAKE 2-3 BUSINESS DAYS TO PROCESS**
- Card must be used primarily for the beneficiary (not for gifts or for other family members or friends)
- Pre-approved categories and amounts per categories are based on Spending Plan
- Generally \$200 maximum per purchase unless previous arrangements have been made
- If on SSI, no money can be used for food in grocery stores/restaurants and rent/basic utilities unless a separate waiver is signed
- The first card is free, there's a \$5 card replacement charge
- If you want the trust to pay for an item or service outside of the monthly allowance, we must receive written/photo **documentation** such as an estimate or invoice, listing complete charges including taxes, delivery, etc.
- If rules are broken three (3) times, card use can be suspended

Signature of beneficiary (or legal representative)

Date (month/day/year)