



Jewish Los Angeles Special Needs Financial Services Inc.

JOINDER AGREEMENT for

Jewish Los Angeles Special Needs Master Trust II

3rd Party Future Funded 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 Future Funded Pooled Special Needs Trust
- Beneficiary: The sole (only) person who will benefit from the funds in the Trust
- Settlor: A person who puts their own money into the Trust for the benefit of a Beneficiary
- Irrevocable: Cannot be cancelled or stopped
- Manager: Designated representation of JLA Trust

A. The undersigned hereby enrolls in and adopts Jewish Los Angeles Special Needs Pooled Trust II Agreement dated _____, which is incorporated herein by reference.

B. Trust Sub-Account Number:

EIN Number:

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

C. Settlor

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

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

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. 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

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

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 2.03 of Jewish Los Angeles Third Party Pooled Special Needs Pooled Trust II, 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 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 notice to 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**.

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 and any related expenses will be paid out of the Trust Beneficiary's ITA.

H. Current Benefits

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

Service Coordinator: _____ 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: _____

Representative Payee (if any): _____ Direct Phone: _____

- 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 (if known)? _____

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. Future Funding amount and sources

1) Amount of primary Future Funding Investment (approximately)? _____

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

- Life Insurance (from Parents, Relatives and/or Friends)
- Annuity
- Inheritance
- Family contribution over time
- Gift (s) from Friends / Family
- Other (please describe): _____

Additional potential assets (note: **Must be liquid assets at time of transfer**) \$ _____

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

N. Quarterly Statements

Beneficiary: Would the beneficiary like to receive quarterly statements? Yes No

If yes, how would the beneficiary prefer to receive them (please check one)? Email Mail

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

If yes, how would the advocate prefer to receive them (please check one)? Email Mail

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

If yes, please list below:

Name: _____ Relationship to Beneficiary: _____

Address: _____

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

Email: _____

How would this authorized contact prefer to receive the monthly statements (please check one)? Email Mail

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 from a pooled special needs trust after the beneficiary's death.

Are funeral provisions in place? Yes No

If so, are they prepaid? Yes No

Distributions of the Remainder upon the Beneficiary's Death:

The beneficiary's ITA 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 ITA and before death; only the trust can terminate an account prior to death of beneficiary.

Upon the death of a Beneficiary, the Trustee shall make distributions from the ITA 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. However, JLA Trust will always 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 in accordance with the provisions of the Master Trust.

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 you would like to receive the beneficiary's portion of the remaining funds after the 10% retained by JLA Trust has been subtracted. The total percentage of this share of final remainders MUST equal 100%.

Name: _____ Percentage of Final Remainder: _____

Address: _____

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

Email: _____ Birthdate: _____

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: _____

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 in accordance with California Law. If a Final Remainder Beneficiary does not have any descendants, then his or her share shall lapse.

Locating Final Remainder Beneficiaries:

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

Q. Fees

Settlor 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 Settlor, the Manager and Trustee from JLA Trust are authorized to charge such fees to a Beneficiary's sub-account. Fees are not refundable.

R. Management of Trust Sub-Account/Disbursements

The ITAs 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 ITA 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 ITA..
3. In the event that a Beneficiary has a zero (\$0) ITA balance for 90 or more consecutive days, the Trustee shall retain the right to close the Beneficiary's ITA. Please be advised that the Trustee may continue to charge administrative fees for the management of the ITA 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. As a matter of law, **no disbursements shall be made after the death of a beneficiary**, even for expenses incurred or due prior to death.

Taxes

1. The Settlor acknowledges that contributions to ITAs, including enrollment fees, are not tax deductible as charitable gifts, or otherwise.
2. ITA 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 Settlor and the Manager 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 ITA is funded the Settlor may not revoke a transfer nor amend the named Beneficiary, or Distribution of Remainder following the death of the 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).

S. Acknowledgment by the Settlor

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 that fees may be subject to changes from time to time.
- Each Settlor 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 Settlor acknowledges that upon execution of the Joinder Agreement by Settlor and the Manager (Jewish Los Angeles Special Needs Financial Services, Inc.,) and the funding of an ITA for a Beneficiary, this Trust, as to the Settlor and the Beneficiary, **is irrevocable**.

- Each Settlor acknowledges that the Beneficiary is disabled as defined in Social Security Law Section 1614(a)(3) [42 USC 1382c(a)(3)].

Each Settlor further 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 Settlor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Settlor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Settlor 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 arising from such changes as long as the Manager acts in good faith.

Each Settlor acknowledges that after the funding of a sub-account, the Settlor 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 Settlor 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 Settlor 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;
- he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments;
- 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
- 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 Settlor

Each Settlor acknowledges that an ITA may be treated as a Settlor 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 Settlor's federal income tax return and taxable to the Settlor. Each Settlor acknowledges that the Settlor, 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 Settlor hereby indemnifies the Trustee and the Manager from any and all claims for income tax liabilities of his or her ITA which is treated as a Settlor trust for federal income tax purposes. If any taxes are due on an ITA the funds for payments of the taxes will be automatically distributed from the ITA.

IN WITNESS WHEREOF:

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

Settlor Name: _____ Date: _____

Settlor Signature: _____

Settlor Name (additional if applicable): _____ Date: _____

Settlor Signature: _____

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__.

ACKNOWLEDGEMENT OF SETTLOR’S SIGNATURE

THE STATE OF CALIFORNIA County of _____ Date: _____

This instrument was acknowledged before me by _____ and _____

as Settlor(s). My commission expires: _____.

Notary Public, State of California: _____

Print Name of Notary

ACKNOWLEDGEMENT OF MANAGER’S SIGNATURE

THE STATE OF CALIFORNIA County of _____ Date: _____

This instrument was acknowledged before me by an agent of Jewish Los Angeles Special Needs Financial Services,

Inc., as Manager by _____ My commission expires: _____

Notary Public, State of California: _____

Print Name of Notary

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: _____