

**THE JEWISH LOS ANGELES THIRD PARTY POOLED  
SPECIAL NEEDS TRUST**

**Dated February 1, 2017  
Amended 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 Third Party Pooled Special Needs Trust

## Table of Contents

<b>ARTICLE 1 - ESTABLISHING THE JEWISH LOS ANGELES THIRD PARTY POOLED TRUST</b>	4
Section 1.01 Introduction	4
Section 1.02 Trust Irrevocable	4
Section 1.03 Purpose of Trust	4
Section 1.04 Funding	5
Section 1.05 Settlor's Contributions	5
Section 1.06 Non-Profit Status	5
Section 1.07 Trustee Appointment, Delegation and Removal	5
Section 1.08 Trust Amendment, Modification and Reformation	6
<b>ARTICLE 2 – TRANSFER / JOINDER AGREEMENT AND INDIVIDUAL ACCOUNTS</b>	7
Section 2.01 Irrevocable Contributions of Assets	7
Section 2.02 Management of Individual Trust Accounts	7
Section 2.03 Beneficiary Advocate & Delegation of Beneficiary Support	7
Section 2.04 Selection of Beneficiary Advocate	7
<b>ARTICLE 3 – DISTRIBUTION GUIDELINES</b>	8
Section 3.01 Distribution Guidelines	8
Section 3.02 Trustee Discretion on Distributions is Absolute	8
Section 3.03 The Beneficiary's Interests are Primary	9
Section 3.04 Trust Not Liable for Failure to Identify Resources	9
Section 3.05 Payments to Third Parties for Goods or Services	9
<b>ARTICLE 4 – ADMINISTRATIVE PROVISIONS</b>	9
Section 4.01 Individual Trust Account	9
Section 4.02 Trust and Individual Trust Accounts are Irrevocable	10
Section 4.03 Fees and Expenses	10
Section 4.04 Periodic Report	10
Section 4.05 Inspection of Individual Trust Account Records	10
Section 4.06 Preparation of Tax Returns and Elections	11

Section 4.07	Periodic Payments	12
Section 4.08	Initial Valuation Date, Annual Valuation Date and Adjustments to Valuation Amount	12
<b>ARTICLE 5 – TRUSTEE POWERS</b>		12
Section 5.01	Trust Powers	12
Section 5.02	Trustee May Delegate Ministerial Duties & Execute a Power of Attorney	12
Section 5.03	Trustee Delegation	13
Section 5.04	Investment Powers	13
Section 5.05	Limits of Trustee’s Authority	14
Section 5.06	Employment of Agents	14
Section 5.07	Trustee May Seek Judicial Instructions	14
Section 5.08	Trust’s Defense Costs and Expenses	14
Section 5.09	HIPAA Release Provision	15
<b>ARTICLE 6 – TERMINATION OF INDIVIDUAL TRUST ACCOUNT</b>		15
Section 6.01	Termination of Individual Trust Account During the Beneficiary’s Lifetime	15
Section 6.02	Distributions of Remaining Assets at the Beneficiary’s Death	15
Section 6.03	Trust Remainder Share to the JLA Trust	15
<b>ARTICLE 7 – GENERAL PROVISIONS AND DEFINITIONS</b>		15
Section 7.01	Applicable Governing Law	16
Section 7.02	Gender, Number, Captions	16
Section 7.03	Severability	16
Section 7.04	Notices	16
Section 7.05	Headings	16
Section 7.06	Legal Citations	16
Section 7.07	Other References	17
Section 7.08	Definitions	17

# ARTICLE 1 - ESTABLISHING THE JEWISH LOS ANGELES THIRD PARTY POOLED TRUST

## Section 1.01 Introduction

This Declaration of Trust creating a Third Party Pooled Special Needs Trust is made on February 1, 2017, by Jewish Los Angeles Special Needs Financial Services, Inc., a California not-for-profit corporation (sometimes hereinafter referred to as "the Initial Settlor" or "JLA Trust"). Jewish Los Angeles Special Needs Financial Services, Inc., is the Initial Declarant and Initial Settlor of the Trust. The term "Initial Settlor" shall refer to Jewish Los Angeles Special Needs Financial Services, Inc. The term "Settlor" shall refer to persons or entities who contribute funds or property for the benefit of an Individual who has an "Individual Trust Account." The terms "Settlor" and "Individual Trust Account" are more specifically defined in Article 7, below.

The Trust established by this Declaration shall be known as **the JLA Third Party Pooled Special Needs Trust or JLA Third Party Trust dated February 1, 2017** and is hereinafter referred to as the JLA Third Party Trust. Any Reference to the Jewish Los Angeles Third Party Special Needs Trust or JLA Third Party 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.

## Section 1.03 Purpose of Trust

It is the intention of JLA Trust in creating this Trust to create a supplemental fund for the benefit of Beneficiaries under this Trust and not reduce or eliminate government benefits or assistance to which the Beneficiaries may otherwise be entitled. The Trustee will hold funds for the benefit of individual Beneficiaries in Individual Trust 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 Trust Account that will enhance the quality of life and promote independence for each Beneficiary 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          Funding**

The Trust Estate shall consist of an initial contribution of at minimum \$20,000 and all additional contributions in cash or property made to the Trust Estate at any time by any Settlor in accordance with the provisions of Section 1.06, below.

#### **Section 1.05          Settlor's Contributions**

- a. The Trust shall be effective as to any Beneficiary upon execution of a Transfer/Joinder Agreement by a Settlor or by a Court Order specifically directing distribution to the Trust and execution of a Joinder Agreement, subject to the approval of the Trustee. Upon delivery to and acceptance by the Trustee of property acceptable to the Trustee, the Trust as to the Settlor of such property and the designation of the respective Beneficiary shall be irrevocable and the property so contributed shall be non-refundable.
- b. Property, interests in property, (such as a life insurance policy in which the Trust is named as a Beneficiary) and future interests in property (such as a gift or bequest under a Settlor's Will or Trust) can be designated for transfer at a future date by a Settlor as a contribution. Such designations may be revocable and can be revoked by the Settlor as to such property at any time during that Settlor's life upon prior written notice from the Settlor to the Trustee.

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

JLA Trust 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, a licensed professional fiduciary. However, JLA Trust shall have the authority to remove and replace any Trustee at any time. Under this authority, JLA Trust 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. JLA Trust 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 JLA Trust's Board of Directors may amend, modify or reform the Trust for any of the following purposes:

- (a) 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;
- (b) To continue to meet the purposes of the Trust;
- (c) To clarify the construction and administration of the Trust;
- (d) To comply with the specific requirements of state and/or federal law which may be applicable to a Beneficiary;
- (e) 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 JLA Trust 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 or (ii) abandon or fail to fulfill the basic purposes and objectives of this Trust.

## **ARTICLE 2 – TRANSFER / JOINDER AGREEMENT AND INDIVIDUAL ACCOUNTS**

### **Section 2.01            Irrevocable Contributions of Assets**

The assets contributed to an Individual Trust 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 Transfer/Joinder Agreement, the Trust and the Procedure Manual.

### **Section 2.02            Management of Individual Trust Accounts**

Assets contributed on behalf of a Beneficiary are invested and administered as an Individual Trust Account in the name of and for the sole benefit of the Beneficiary. The assets in the Individual Trust Accounts can be pooled for investment and management purposes, but an Individual Trust Account will remain in a separate account. The Trustee may pay for a Beneficiary's Supplemental Services from the assets of an Individual Trust Account up to the whole thereof as the Trustee, in its sole discretion, may from time to time deem advisable for the Beneficiary. Any income not so distributed shall be added annually to the principal in the Trust Account maintained for the Beneficiary.

### **Section 2.03            Beneficiary Advocate & Delegation of Beneficiary Support**

The JLA Trust 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 JLA Trust Board of Directors shall also have the authority to remove and replace the qualified individual or agency.

### **Section 2.04            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 JLA Trust.

- (a) A Trust Beneficiary shall not normally serve as his or her own Beneficiary Advocate. However, if Trust Beneficiary acts as his or her own Advocate, JLA Trust and/or a Trustee may, in its discretion, remove him or her from

acting as own Beneficiary Advocate if it believes he or she 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 the named successor is unwilling to act in this capacity, JLA Trust 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 and the Trustee shall rely on the representations of the Beneficiary Advocate as if made by the Trust Beneficiary.
- (c) JLA Trust 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 the named successor is unwilling to act in this capacity, JLA Trust 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 Trust Account for those supplementary needs not otherwise provided by governmental financial assistance. The Trustee shall not make any distributions from the Beneficiary's 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 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 Trust 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 Trust 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 Trust 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. 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 Trust Account**

A separate Individual Trust 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 Trust Account while maintaining Individual Trust Accounts. The Trustee, or its authorized agents, shall maintain records for each Individual Trust Account in the name of and showing the assets contributed for each Beneficiary, along with increases and decreases in their Individual Trust Account.

#### **Section 4.02 Trust and Individual Trust 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 Trust Account by a Settlor and the acceptance of the Contributed Amount by the Executive Director of the JLA Trust and the Trustee. All Individual Trust 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 Trust Account shall be set forth and charged in the manner described in the Joinder Agreement. The Trust shall be entitled to additional compensation for extraordinary services rendered which are not covered in the Trust's Joinder Agreement.

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

For accounting purposes, the Trust and each Individual Trust Account shall be operated on a calendar year basis. The Trustee will provide periodic accountings, at least annually, to the JLA Trust 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 Trust Account during the previous accounting period. Each Beneficiary's Trust Account shall be treated as an Individual Trust Share of the Master Trust. If the Beneficiary or the Advocate objects to the accounting, the time to object is one-hundred eighty (180) 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 Trust Account Records**

Individual Trust 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 JLA Trust 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 Trust Account.

The Executive Director or appointed staff member of the JLA Trust and the Trustee may furnish Trust or Individual Trust 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 Trust 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 Trust 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) 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.

(e) The Trustee shall receive additional market rate compensation for these services.

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

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

In the event that any Individual Trust 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 Trust 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 Trust Account is completely funded. The annual valuation date for all Individual Trust Accounts shall be as of the date on which the Individual Trust 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 Trust 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 JLA Trust 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 investments of an Individual Trust Account including,

- (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 that 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-l, 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.
- (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 Trust Account for less than adequate or full consideration or to enable any person to borrow the assets of any Individual Trust 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 Trust 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 Third Party 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 Trust Accounts of the affected Beneficiaries. The Trustee, in its sole discretion, shall determine whether defense costs affect a substantial number of Beneficiary Individual Trust Accounts and warrant allocation among all Individual Trust

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 TRUST ACCOUNT**

**Section 6.01            Termination of Individual Trust Account During the Beneficiary's Lifetime**

Under no circumstances may a Settlor or Beneficiary have the power to terminate his or her Individual Trust Account. The Trustee may, in its sole and absolute discretion terminate an Individual Trust Account.

**Section 6.02            Distributions of Remaining Assets at the Beneficiary's Death**

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 reimbursement is satisfied.

**Section 6.03            Trust Remainder Share to the JLA Trust**

Unless the Beneficiary's Joinder Agreement provides otherwise, ten percent (10%) of the entire Remainder Amount in a deceased Beneficiary's Individual Account shall be added to the Trust Operating Account maintained by the Trust as the Trust Remainder Share with the remaining ninety percent (90%) distributed to the designated beneficiaries listed in the Joinder Agreement. The Trust Remainder Share shall be

used to carry out JLA Trust's exempt activities in accordance with its Bylaws.

## **ARTICLE 7 – GENERAL PROVISIONS AND DEFINITIONS**

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

### **Section 7.01           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 7.02           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 7.03           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 7.04           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 7.05           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 7.06            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 7.07            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 7.08            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 Trust 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 would 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 Trust 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) Settlor / Initial Settlor**

Settlor shall mean the person or entity which contributes his, her or its own assets or property to the Trust for the benefit of the beneficiary by gift, contract, agreement, Will or Trust beneficiary designation. This can include a parent, grandparent, and other relative of the beneficiary or any assets or property not belonging to the Beneficiary distributed to the Trust pursuant to a Court Order. **No Beneficiary may contribute his or her own assets to this Trust.** Initial Settlor shall refer to Jewish Los Angeles Special Needs Financial Services, Inc.

**(h) Individual Trust Account**

Individual Trust Account means the financial individual account within the Trust maintained for the benefit of an individual Beneficiary. The value of the Individual Trust 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, losses and fees as set forth in the Joinder agreement. The words "Individual Trust Account" refers to the Beneficiary's Individual Account within the Master Trust.

**(i) Investment Advisor**

Investment Advisor refers to the financial organization or individual managing the

assets in the Individual Trust 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 Trust Account in consultation with and upon the advice of the Investment advisor.

**(k) Transfer/Joinder Agreement**

Transfer/Joinder Agreement is the agreement by which a Settlor creates an Individual Trust Account in the Trust. The agreement is between the JLA Third Party Trust and the Settlor. The Transfer/Joinder Agreement establishes an Individual Trust Account within the Trust for the benefit of a Beneficiary. The Transfer/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 Third Party Trust and the Settlor are required to sign the Transfer/Joinder Agreement. The Advocate Acceptance of Duties will make the Advocate a party to the Transfer/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 or entities, and each with a specific Beneficiary.

**(n) Parties**

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

**(o) Remainder Amount**

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

**(p) Required Documents**

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

**(q) 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.

**(r) 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 Beneficiary’s Supplemental Services for which no public funds are available.

**(s) Trust**

The term “trust” or “Trust agreement” shall refer to this agreement and all Individual Trust Accounts created under the terms of this agreement.

**(t) Joinder Agreement**

Joinder Agreement means the application completed and signed by an individual or the individual’s Legal Representative when applying to become a Beneficiary. The Joinder Agreement shall also be the agreement between the Trust and the Beneficiary setting the amount of fees and costs chargeable to the Beneficiary’s Individual Trust Account for administration and management of the Individual Trust Account.

**(u) 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 Third Party Trust and funds can be transferred to JLA Third Party Trust to be used by JLA Third Party Trust to carry out its tax exempt purposes.

**(v) Trust Remainder Share**

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

**(w) 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 Third Party 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: Michelle K. Wolf

Title: Executive Director

Accepted by:

Denise F. Klein

Trustee

**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:

FIRST AMENDMENT TO THE  
JEWISH LOS ANGELES THIRD PARTY POOLED SPECIAL NEEDS TRUST  
dated February 1, 2017

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 Third Party Pooled Special Needs Trust dated February 1, 2017 (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 THIRD PARTY POOLED SPECIAL NEEDS TRUST dated February 1,  
2017.

Sandor E. Samuels

Sandor E. Samuels (Oct 4, 2021 11:02 PDT)

Sandor Samuels, Chairman

Michelle Wolf

Michelle Wolf, Secretary

I accept the appointment as trustee

Ronald Parks

Ronald Parks