

**PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC.  
("PLAN of Arizona")<sup>1</sup>**

**CONTRACT  
(FOR SPECIAL NEEDS)**

This agreement (herein "The Contract") is entered into between:

Planned Lifetime Assistance Network of Arizona, Inc. (herein "**PLAN of Arizona**"), and the following:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

the latter being the Trustor(s) under a trust to be entered into between Trustor(s) and **First International Bank & Trust** (herein "**TRUSTEE**"), which trust shall be referred to as the "Joinder Agreement."

If there is more than one **TRUSTOR** they are collectively referred herein as the "**TRUSTOR**" or as "**TRUSTOR(s)**".

**NOTE:** *The use of the words "Trustor", "Trustor(s)", and "Trustee" is not meant to create any trust between the Trustor(s) and **PLAN of Arizona**, this being a Contract between the **TRUSTOR(s)** as individuals and **PLAN of Arizona**. This terminology is used because it identifies the same persons as such under the Master Trust and the Joinder Agreement.*

**SECTION ONE:  
RECITALS**

- A. The **TRUSTOR** has or will enter into a Joinder Agreement with **TRUSTEE** establishing a trust for the primary benefit of a person with a disability, whose disability substantially impairs his or her ability to provide for his or her own care and custody and which constitutes a substantial handicap.

\_\_\_\_\_  
<sup>1</sup> Formerly known as APPF or Arizona Proxy P.L.A.N. Foundation, Inc.

The name of the person with a disability and for whom the trust is to be created is:

\_\_\_\_\_ (hereinafter referred to as the "**PRIMARY BENEFICIARY**")

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

- B. The Joinder Agreement incorporates by reference the applicable portions of the **PLAN of Arizona** Special Needs Master Trust Agreement entered into between **PLAN of Arizona** and **TRUSTEE**.
- C. Disbursements of trust funds will be made to **PLAN of Arizona** (and to others at its discretion) in order to provide for the needs of the **PRIMARY BENEFICIARY** in such a manner as will not cause the **PRIMARY BENEFICIARY** to be deprived of any needs-based government benefits, such as SSI, ALTCS and AHCCCS, or any other needs-based benefits, or private resources, but subject to the provisions of Section Six (omnibus powers). Reference to AHCCCS includes any state Medicaid program in a state other than Arizona where the **PRIMARY BENEFICIARY** is eligible for or receiving benefits.
- D. This Contract sets forth the terms and conditions of the directions which **PLAN of Arizona** will from time to time give to the **TRUSTEE** pertaining to the use of trust assets set aside for the benefit of the **PRIMARY BENEFICIARY**.

**SECTION TWO:**  
**SPECIAL NEEDS**

- A. Trust assets set aside for the benefit of the **PRIMARY BENEFICIARY** shall be used for the benefit of the **PRIMARY BENEFICIARY** and shall be administered according to the terms and conditions set forth herein, with a purpose of maintaining **PRIMARY BENEFICIARY's** qualification for public benefits, including but not limited to Supplemental Security Income (SSI) and programs administered by the Arizona Health Care Cost Containment System (AHCCCS), including Arizona Long Term Care System (ALTCS).

Regardless of any language in the Joinder Agreement, in the Master Trust, or in this Contract, which might otherwise be construed, no disbursements of trust assets (particularly including money) shall be made

which would deprive the person with a disability of any public entitlement benefits. The only exception will depend upon the applicability of Section Six that permits variations due to substantial changes in circumstances.

- B. **PLAN of Arizona** shall at all times be guided by the **TRUSTOR'S** intention that if the **PRIMARY BENEFICIARY** Trust were to be invaded by creditors, subjected to any liens or encumbrances, or public benefits were to be terminated (except as provided in this Contract) it is likely that the **PRIMARY BENEFICIARY** Trust corpus would be depleted prior to the **PRIMARY BENEFICIARY's** death. In this event there would be no coverage for supplementation of basic needs.

The trust provisions should be interpreted in light of these concerns and the **TRUSTOR's** stated intent.

The Primary Beneficiary Trust is a purely Discretionary Spendthrift Trust. None of the principal or income of the Trust Estate or any interest in this Trust may be anticipated, assigned, encumbered, or be made subject to any creditor's claim, or to any legal process. This Trust and its corpus are to be used only for the supplemental care of the Trust Beneficiaries. No part of this Trust Estate shall be construed as part of the Beneficiaries' estate, or be subject to the claims of voluntary or involuntary creditors of the Beneficiaries. No part of the principal or income of the Trust Estate shall be liable nor available to the Beneficiary's creditors during the Beneficiary's life or after the Beneficiary's death. Further, neither the Beneficiaries nor a creditor of the Beneficiaries may compel a distribution from this Trust.

The Trustee shall deny any request by any public or private entity to disburse trust funds for support or other care that such entity has the obligation to provide to the Beneficiaries.

All reasonable expenses in establishing, administering and defending this Trust, including but not limited to reasonable attorney's fees, accounting fees, Trustee's fees, and associated costs shall be proper charges to this Trust.

- C. In directing the Trustee to make disbursements for the benefit of the **PRIMARY BENEFICIARY**, **PLAN of Arizona** shall take into consideration the applicable resource and income limitations of the public assistance programs for which the **PRIMARY BENEFICIARY** is eligible and shall take into consideration the provisions of Section Six (omnibus powers)..
- D. **PLAN of Arizona** may make disbursements for the benefit of the **PRIMARY BENEFICIARY** at such times and in such amounts as **PLAN of Arizona**, in its sole and absolute discretion, may determine is consistent

with the purpose of this Trust.

**PLAN of Arizona** may investigate all public/governmental sources of support, services or benefits available to **PRIMARY BENEFICIARY** and take whatever steps are necessary and not otherwise prohibited to qualify and maintain **PRIMARY BENEFICIARY's** eligibility for that support, service or benefit. The Trustee may consider the effect of any distribution to or for **PRIMARY BENEFICIARY's** benefit on **PRIMARY BENEFICIARY's** eligibility for such support, service or benefit. The Trustee may make distributions that reduce or disqualify **PRIMARY BENEFICIARY** for certain public benefits if, in the sole discretion of **PLAN of Arizona**, this is in the best interests of **PRIMARY BENEFICIARY**.

- E. **PLAN of Arizona** shall see to it that it, or its designated agents, cooperates with the Trustee in the manners provided for herein and in the Joinder Agreement, for the supplying of the special needs of the **PRIMARY BENEFICIARY**. **PLAN of Arizona** may take independent action where appropriate, to do the things referred to.

### **SECTION THREE: NEEDS AND RESOURCES ASSESSMENT**

A needs and resources assessment and services plan will be prepared upon joining the **PLAN of Arizona** Trust. The **TRUSTOR** has been provided assistance in completing the assessment and services plan by **PLAN of Arizona** and/or Service Contractors where appropriate.

The assessment and services plan reflects an estimate of the level of services desired and affordable. This assessment and services plan are not to be construed in any way or at any time to represent the actual level of services which may be provided by **PLAN of Arizona** or its Service Contractors. Actual services will depend upon preparation, annual review, and revision as needed, of the individualized plans hereafter chosen by **TRUSTOR**.

### **SECTION FOUR: CHOICE OF PLANS**

The **TRUSTOR** hereby chooses by initialing the plan or plans to be in effect once the Joinder Agreement has been signed and the payment made (the payment schedule is attached hereto). [*In those cases where the services are to start at a future time, such as when all **TRUSTORS** have died, or upon the situation arising where one or more **TRUSTORS** are living but the living **TRUSTORS** (or **TRUSTOR**) are incapacitated, provisions for such cases are attached hereto.*]

As used herein, "incapacity" is not limited to a formal adjudication by a court or the appointment of Conservators for living **TRUSTOR(S)**, but **PLAN of Arizona** may decide, based on factors which are reasonably relevant, *such as the behavior of TRUSTOR(S)* or reports by friends, social workers, or visits by **PLAN of Arizona** agents, that **TRUSTOR(S)** are no longer capable of rendering necessary services for the benefit of the **PRIMARY BENEFICIARY**. Nothing herein shall prevent all living **TRUSTOR(S)** from instructing **PLAN of Arizona** to start rendering services.

**PLAN OF ARIZONA SERVICES:**

- (1) **CRISIS MANAGEMENT** - Assistance in hospitalizing the **PRIMARY BENEFICIARY**, when necessary; and maintaining on-going contact with the **PRIMARY BENEFICIARY**, when hospitalized or incarcerated, to provide support and coordinate aftercare plans with hospital or law enforcement staff.

Yes  No  Initials \_\_\_\_\_

- (2) **HOMELESS OUTREACH** - If the **PRIMARY BENEFICIARY** becomes homeless, limited weekly outreach efforts to assist in re-establishing a connection with the treatment system.

Yes  No  Initials \_\_\_\_\_

- (3) **PUBLIC BENEFITS** - Assistance will be provided toward obtaining for the **PRIMARY BENEFICIARY** any benefits to which the **PRIMARY BENEFICIARY** is entitled under any program, e.g., SSI, SSDI, AHCCCS, Guardian, and Conservatorship services, or food stamps.

Yes  No  Initials \_\_\_\_\_

- (4) **MEDICAL ATTENTION** - Assistance will be provided toward obtaining for the **PRIMARY BENEFICIARY** standard medical and dental care, whether at public or private clinics.

Yes  No  Initials \_\_\_\_\_

- (5) **STANDARD OF LIVING** - If the **PRIMARY BENEFICIARY** is residing in a home, apartment, board and care, or other similar residence, assistance will be provided to the end that the **PRIMARY BENEFICIARY'S** residence is well-kept and that basic needs for food, clothing and other basic necessities are met.

Yes  No  Initials \_\_\_\_\_

- (6) **MONEY MANAGEMENT** - Assisting Primary Beneficiaries to manage their incomes from SSI or elsewhere; acting as Representative Payee.

Yes  No  Initials \_\_\_\_\_

(7) HOUSING SERVICES - Assisting the **PRIMARY BENEFICIARY** to relocate to a better place of residence or other geographical area desired by the **PRIMARY BENEFICIARY**. This includes locating the residence and assisting with the physical move and adjustment.

Yes  No  Initials \_\_\_\_\_

(8) CRISIS MANAGEMENT SERVICES - For difficult situations requiring legal services, long distance travel and intensive coordination of private and public services on a frequent basis.

Yes  No  Initials \_\_\_\_\_

(9) CONSERVATOR AND GUARDIAN SERVICES - Efforts in appropriate circumstances will be made to have a proper person appointed as Conservator or Guardian; e.g., if the **PRIMARY BENEFICIARY** is a danger to himself or others, or is unable to properly provide for food, clothing, or shelter needs.

Yes  No  Initials \_\_\_\_\_

(10) PRIVATE HEALTH AND DENTAL SERVICES - Selection and coordination of enhanced private health and dental quality care through private sources. An optional medical plan (not including psychiatric care) such as Blue Cross or CIGNA may also be selected by the **TRUSTOR**.

Yes  No  Initials \_\_\_\_\_

(11) VACATION AND TRAVEL - Trips to the mountains, camping, bus, train or plane trips or tours, etc., may be planned as respite or relaxation excursions.

Yes  No  Initials \_\_\_\_\_

(12) LIVING SKILLS SERVICES - Helping the **PRIMARY BENEFICIARY** learn how to make friends, socialize, exercise, develop good nutritional habits, shop, cook, find and hold a job, live independently, etc.

Yes  No  Initials \_\_\_\_\_

(13) QUALITY OF LIFE ENHANCEMENT SERVICES - Making appropriate recommendations for assistance managing major activities such as learning how to drive, maintain a car and assistance living in specified housing.

Yes  No  Initials \_\_\_\_\_

(14) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes  No  Initials \_\_\_\_\_

The **TRUSTOR** understands that the frequency, amount, and category of PLAN of Arizona services actually provided will be determined by PLAN of Arizona in consultation with Service Contractor, as appropriate.

Initials \_\_\_\_\_

**SECTION FIVE:  
SUPPLYING OF PROXY PARENTING AND/OR OTHER SPECIAL SERVICES**

- A. The **TRUSTEE** is to have no role whatsoever in deciding what disbursements are to be made for PLAN of Arizona Services, depending on whatever plans have been chosen by **TRUSTOR**.
- B. The **TRUSTEE** is to be instructed by **PLAN of Arizona** as to disbursements. **PLAN of Arizona** shall authorize disbursements to itself and to entities and persons designated by **PLAN of Arizona**.
- C. It is recognized that **PLAN of Arizona** may not have the resources itself to supply the services and may, when appropriate in **PLAN of Arizona's** determination, obtain Service Contractors for the benefit of the **PRIMARY BENEFICIARY**.
- D. **PLAN of Arizona**, within the resources available to it as a non-profit corporation, will attempt to provide quality assurance by reviewing the care provided by Service Contractors. **PLAN of Arizona** will serve as a mediator to help resolve any disagreements between the Service Contractor, the **TRUSTOR** and the **PRIMARY BENEFICIARY** or any combination thereof.

**PLAN of Arizona** shall endeavor to accomplish the purposes set forth in this Section Five but it is strictly understood and agreed that **PLAN of Arizona** shall not be responsible or liable, under any circumstances, for any misconduct or erroneous judgments by the Service Contractor, or by anyone else. All such Service Contractors shall be considered, for all purposes, as independent contractors.

- E. If it becomes impossible or impracticable for **PLAN of Arizona** to provide services to the **PRIMARY BENEFICIARY** for a period of time because such Beneficiary is incarcerated, hospitalized or has disappeared, **PLAN of Arizona** may in its absolute discretion put all or some services "on hold."

When and if **PLAN of Arizona** determines that services can resume, the funds in the account may be used to provide services to the **PRIMARY BENEFICIARY**. If such funds are sufficient to do so, special services may be provided even though only **PLAN of Arizona** services are called for by this Contract.

In the case of disappearances, after seven (7) years **PLAN of Arizona** shall decide whether to treat the **PRIMARY BENEFICIARY** as having died and terminate the **PRIMARY BENEFICIARY** Trust. In making its decision, **PLAN of Arizona** shall take into account its assessment as to the chances of the **PRIMARY BENEFICIARY** reappearing.

- F. **PLAN of Arizona** is authorized to make other arrangements for the providing of special services where the procedures contemplated above are not, in the discretion of **PLAN of Arizona**, available, such as, but not limited to, the employment of case workers in sparsely populated areas, in other states (should the **PRIMARY BENEFICIARY** migrate) or those areas outside of the usual service areas where Service Contractors would be available.
- G. It is emphasized that the discretion of **PLAN of Arizona** as to what can be done to supply services is absolute, however **PLAN of Arizona** shall take into consideration, but is not bound to utilize, any contacts designated in this Contract.

**SECTION SIX:**  
**OMNIBUS POWERS WHEN CIRCUMSTANCES CHANGE**

- A. The **TRUSTOR** recognizes that it is impossible to foresee the substantial changes in circumstances that might occur. Some non-exclusive examples are as follows:
1. While continued full access to the benefits of public programs may be essential to meet the beneficiary's needs for basic maintenance, support services and medical care, these programs may also leave gaps in basic services, may not provide adequately for emergencies, and may not provide for needs, wants, and opportunities beyond basic necessities. In this situation, **PLAN of Arizona** may want to consider the renunciation of some public benefits or directing

distribution of the **PRIMARY BENEFICIARY'S** Trust to a caring person (such as a sibling) who would appear to be willing to use the funds for the care of the **PRIMARY BENEFICIARY**.

2. Through communal housing (which might include food) supervised by what would appear to be a reliable, non-profit agency, assurance of a lifetime home could be obtained through **PLAN of Arizona** directing payment from the **PRIMARY BENEFICIARY'S** Trust of an amount necessary to provide such accommodations, even though the availability of housing and/or food would reduce or eliminate the amount of public benefits available under then existing law.
  3. The establishment of another Master Trust or such substantial equivalents by a non-profit corporation or by the State of Arizona might indicate the advisability of shifting all or part of the Master Trust assets into such other arrangements, which would in the discretion of **PLAN of Arizona** supply better services to the **PRIMARY BENEFICIARY**. If the price of such accommodations would leave, assets remaining in the **PRIMARY BENEFICIARY'S** Trust then such might be distributed to, for example, those who are Remaindermen.
  4. The trust might, in the judgment of **PLAN of Arizona**, become so small so that it would be uneconomical for administration to continue and distribution to the **PRIMARY BENEFICIARY** and/or Remaindermen should be made.
  5. Permanent incarceration, whether of a hospital nature or otherwise, might dictate the advisability of terminating further administration and the distribution to Remaindermen.
  6. Due to advances in medical science or natural causes the mental or physical condition of the **PRIMARY BENEFICIARY** might so change that arrangements set forth in the original plan would require substantial changes, such as, for example, providing housing and other benefits, the consequent reduction or elimination of public benefits notwithstanding.
- B. It is further recognized by **TRUSTOR** that before proceeding with the exercise of an omnibus power, **PLAN of Arizona** would have to take into account the resources of the **PRIMARY BENEFICIARY** Trust. If the resources are at minimum amount calculated to support only supplemental needs during the lifetime of the **PRIMARY BENEFICIARY**, the reduction of public benefits might result in the assets not lasting for the **PRIMARY BENEFICIARY'S** lifetime.

In many instances, it would be easier to react to changed circumstances if more than minimum amounts are placed in the Trust by **TRUSTOR**, either during the lifetime of the **TRUSTOR** or when the **TRUSTOR** dies.

After consideration, the **TRUSTOR** desires to, and does confer upon **PLAN of Arizona** the right to make such changes, in regard to the plans for the care of the **PRIMARY BENEFICIARY**, as **PLAN of Arizona** may deem proper in light of changed circumstances and in the light of funds available, just as caring parents would adapt to events.

Should the **TRUSTOR** desire to delete any power or powers, same shall be deemed deleted if they have been crossed out and a notation "Deleted" made in the right margin and bearing the initials of the **TRUSTOR**.

**SECTION SEVEN:**  
**ADVISORY CONTACT PERSON**

Effective upon the death of the **TRUSTOR** (or upon **PLAN of Arizona's** determination that there is no living **TRUSTOR** who is competent to make decisions, and there is no acting Conservator of the person or estate of the **PRIMARY BENEFICIARY**) the persons named in this Section, and in the order named, are designated as Advisory Contact Persons. In each case where due to illness, death or for any other reason **PLAN of Arizona** reasonably determines that the Advisory Contact Person is not available, the person next in order shall be considered to be the Advisory Contact Person. Whoever is the available Advisory Contact Person shall have two roles:

- A. To be consulted by one or more of **PLAN of Arizona**, Service Contractors or Proxy Parents as to all matters which **PLAN of Arizona** believes to have a substantial bearing on the best interests of the **PRIMARY BENEFICIARY** so that the benefit of the views of the Advisory Contact Person can be taken into consideration by **PLAN of Arizona**, with **PLAN of Arizona** having the power to make the final decisions.
- B. To receive, if there is no Conservator of the **PRIMARY BENEFICIARY'S** person or estate, copies of the financial reports of **TRUSTEE**. **PLAN of Arizona** agrees to keep **TRUSTEE** informed as to the name and address of any Conservators known to it and if none, the name and known address of the Advisory Contact Person it believes to be the acting Advisory Contact Person.
- C. The Advisory Contact Persons are:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**SECTION EIGHT:  
COMPENSATION OF PLAN OF ARIZONA**

PLAN of Arizona shall be entitled to compensation in the form of initial enrollment fees, annual maintenance fees, and termination fees. All such fees shall be subject to prior approval by the Board of Directors of PLAN of Arizona and shall be published in a fee schedule which shall be provided to all parties to this Contract. This Contract is expressly made subject to the most current fee schedule in effect.

TRUSTOR acknowledges the above compensation provision and agrees to pay PLAN of Arizona reasonable compensation as provided in the most recently approved fee schedule in effect from time to time. TRUSTOR understands that he/she may request a copy of the most recent fee schedule in effect from PLAN of Arizona.

Yes  No  Initials \_\_\_\_\_

It is recognized that **PLAN of Arizona** will be constantly coordinating with the Trustee; will be selecting Service Contractors and in some cases other providers; will be monitoring the performances of Service Contractors and others; will be checking reports for the Trustee as to bills pursuant to the countersignature of **PLAN of Arizona**; and many other related tasks.

**SECTION NINE:  
VOLUNTARY DONATIONS TO PLAN OF ARIZONA**

A. In the total discretion of the TRUSTOR, a donation may be made to PLAN of Arizona upon distribution of the **PRIMARY BENEFICIARY's** trust. Any such donation shall be in addition to any compensation to which **PLAN of Arizona** shall be entitled in accordance with its current fee schedule.

B. The amount of such donation shall be: \_\_\_\_\_%

Initials \_\_\_\_\_

**SECTION TEN:  
PLAN OF ARIZONA'S CONTINUED EXISTENCE**

- A. It is recognized that changes in laws or regulations, reductions in the number of participants, competition offered by other plans (public or private), and/or other factors could make the continued existence of **PLAN of Arizona** impractical or impossible.

Should it thus appear to **PLAN of Arizona** that it should wind up its business and dissolve, it shall have the right to do so, but before doing so, it shall instruct **TRUSTEE** to pay over to the **TRUSTOR** the then balance in the **PRIMARY BENEFICIARY** Trust. If there were two **TRUSTORS** and one has died, the payment shall go to the remaining **TRUSTOR**.

- B. Should the **TRUSTOR** be dead or the only living **TRUSTOR**, in the reasonable discretion of **PLAN of Arizona**, not be competent to receive the funds and establish another plan, **PLAN of Arizona** shall make arrangements for the transfer of the then remaining balance in the **PRIMARY BENEFICIARY** Trust to such responsible entities or responsible persons who, in the reasonable discretion of **PLAN of Arizona**, offer an available plan closest in concept to the plan being replaced, including, but not limited to, the establishment of a Special Needs Trust with **TRUSTEE** of the type which is then being entered into by **TRUSTEE** directly with individuals.
- C. Should **PLAN of Arizona** determine that an insufficient number of **TRUSTORS** have entered into contracts with it, **PLAN of Arizona** shall proceed in the manner set forth above except that all sums paid by the **TRUSTOR**, plus all income earned at **TRUSTEE**, shall be considered for computational purposes to be in the **PRIMARY BENEFICIARY** Trust so that a full refund, or in the case of proceeding under paragraph B, such sum is transferred to the said responsible entity or responsible individual.

**SECTION ELEVEN:  
PROFESSIONAL REPRESENTATION**

**TRUSTOR** has been advised to obtain the advice of qualified counsel prior to entering into this Contract. By completing and executing this Contract, Trustor represents that he/she understands the importance of obtaining the advice of qualified counsel prior to entering into this Contract and makes the following representations, upon which **PLAN of Arizona** and **TRUSTEE** shall rely:

**TRUSTOR** has obtained advice of counsel

Yes  No

If "YES" enter the name of counsel providing that representation:

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**SECTION TWELVE:  
OTHER PROVISIONS**

There are no other agreements, verbal, written, or implied, other than those set forth in this Contract. Any additions or modifications to this Contract must be in writing and signed by all parties to this Contract.

IN WITNESS WHEREOF, the undersigned **TRUSTOR(S)** has/have signed this agreement, understand(s) same and agree(s) to be bound by the terms hereof.

TRUSTOR \_\_\_\_\_

TRUSTOR \_\_\_\_\_

Initials \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) **ss.**

On \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal:

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

