

## ADDENDUM TO COURT ORDER AND TRUST DOCUMENT

The Order Approving Settlement/Trust and/or the Trust Declaration, to which this addendum is attached, shall be superceded to the extent that any portion thereof is inconsistent with the provisions set forth in this Addendum. The Trust is approved specifically with and according to the provisions set forth below.

1. **Separate Trust Case, Caption, Cause Number.** Duplicate originals of this Order and the Trust Document shall be filed in this cause and in a separate action opened for the Trust, captioned, "In the Trust of \_\_\_\_\_" with a "type 4" cause number assigned by the Clerk of the Court. Counsel or the Trustee is authorized to pay the filing fee from the Trust principal or as a cost advanced.
2. **Annual Report and Accounting.** The Trustee shall prepare an Annual Report and Accounting for the Trust. The reporting period shall begin with the first day of the month in which the Trust is approved, unless the court establishes an alternative fiscal year. Within 90 days from the expiration of each report period, the Trustee shall file and serve its Report on the court (with an additional bench copy) and all parties, not less than 14 days prior to the hearing date, at which time the court shall review the Report. If there is a Trust Advisory Committee (TAC) or other entity responsible for or exercising fiduciary powers, the TAC or other entity shall file and serve its annual Report for and by the same dates, for hearing on the same date, unless another date is set by the court for good cause.
4. **Jurisdiction and Venue.** The administration of the Trust shall be subject to the continuing jurisdiction of the Superior Court of Washington, with venue laid in this county. Jurisdiction and venue shall be changed only upon order of this court, entered upon petition, notice, and for good cause shown.
5. **Fiduciary and Attorney's Fees.** The amount, rate, and extent of compensation for the Trustee and any fiduciary, Special Representative, Guardian ad Litem, Guardian, and their counsel shall all be subject to court approval. The court shall review the fee requests based upon an itemized statement of services and costs, as contained in a Fee Declaration or as other otherwise presented in writing under oath. The Trustee's fees for investment or management of the estate shall be separately stated within the fee request.
6. **Recusal for Self-Interest.** No one exercising fiduciary authority other than a sole Trustee may vote for or authorize a distribution to one's personal account (including their marital community) or for one's personal benefit, whether direct or indirect (including the relief of the duty of parental support). A sole trustee may do the foregoing only upon advance authorization by the court, in an order entered upon notice and for good cause.

7. **Trustee.** Any person or entity given fiduciary responsibility or authority by the Trust Document or court order shall be considered a Trustee for the purposes of this Addendum and shall be fully responsible and liable for their acts and decisions as a fiduciary. They shall have the full and unconditional responsibility of a fiduciary, notwithstanding their title and the existence of co-trustees, a TAC or other fiduciaries for the trust. A parent or person owing a duty of support to the beneficiary or a care provider shall be ineligible to serve as trustee, co-trustee, or member of a TAC.
8. **Use of Consolidated or Pooled Accounts Prohibited.** Absent a specific order of authorization, no trust funds or assets shall be deposited in a consolidated or pooled operating or investment account.
9. **Successor Trustee.** In the event that the Trustee seeks to resign, is removed, or becomes disqualified to serve, the matter shall be promptly called to the court's attention, and the court shall appoint a Successor Trustee.
10. **Final Report.** Upon termination of the Trust or upon removal or resignation of the Trustee, the Trustee shall prepare and file a Final Report and Accounting. The Final Report shall be served and filed in the same manner as the Annual Report, within 90 days of the termination, removal or resignation.
11. **Delegation/Dilution of Trust Responsibilities.** There shall be no family Co-Trustees, Trust Advisory Committee or Registered Representative designated for the Trust. The Trustee shall have the full fiduciary authority and responsibility for the administration, management, investment, and distribution of Trust funds.
12. **Security/Protection of the Funds.** Each Trustee who is not a bank or trust company shall be bonded in the greater amount of \$50,000 or 25% of the value blockable (liquid) trust assets and 100% of the non-blockable trust assets; or such other amount as is specifically set forth in the Order Approving Trust. Blockable Trust assets exceeding 25% of those which are blockable shall be placed in blocked financial accounts, with withdrawals therefrom only upon court order. Approval for withdrawals may occur by entry of a specific order or pursuant to a budget previously approved by the court.
13. **Amendments.** The court shall retain the exclusive right to amend or reform the trust in the event the laws or regulations concerning government benefit programs change in the future or in order to make technical amendments to the trust to enable the trustee to administer the trust in accordance with the intention of the parties. The power to petition the court to amend or reform the trust shall be specific to the court, on its own motion, or to the trustee but the beneficiary shall have no power or authority to alter, amend modify or terminate the trust or any of its terms. No amendment or reformation shall make the trust revocable, authorize distributions for anyone but the beneficiary, delete the Medicaid reimbursement obligation, or otherwise alter the requirements for a special needs

trust contained in 42 USC §1396p(d)(4)(A) or 42 USC §1382b(e)(5) as subsequently amended.

14. **Expenditures following Trust Termination.** At the termination of the trust and prior to the reimbursement for Medicaid benefits, the only expenses or deductions that shall have priority over the reimbursement obligation are state or federal taxes due because of the termination of the trust and reasonable fees and administrative expenses associated with the termination of the trust. The trustee shall submit the amount due for Medicaid reimbursement to the state Medicaid agency without requiring the agency to first file a claim.

Dated: \_\_\_\_\_. Initialed as an Addendum by

\_\_\_\_\_  
Judge/Commissioner