



THE DISABILITY
FOUNDATION

DUTIES & RESPONSIBILITIES OF PERSONAL REPRESENTATIVE

Name of Personal Representative: _____

Name of Individual with Disabilities: _____

I, the above named Personal Representative for the Account at The Disability Foundation, Inc. (“Foundation”) for the benefit of the above named Individual with Disabilities, hereby promise and agree to faithfully and completely fulfill my duties as Personal Representative, as follows:

- 1. I will assess the supplemental needs of the Individual with Disabilities, and submit to the Foundation requests for appropriate distributions from Account using the Foundation’s designated Request for Distribution form;**
- 2. I will provide the Foundation with timely and accurate receipts as proof of how each distribution is spent, as well as all other documentation that may be requested by the Foundation; and**
Receipts must be provided for all distributions within 90 days after the date of the distribution. Failure to provide receipts may result in future distributions being made only as reimbursements of expenditures supported by valid receipts.
- 3. I will use any funds distributed from the Account solely for the benefit of the Individual with Disabilities, for his or her supplemental needs only, and for the purpose expressly authorized by the Foundation; and**
The use of funds in a manner not approved by the Foundation may jeopardize the Individual with Disabilities’ eligibility for public benefits. No funds can be used for the Personal Representative’s own benefit. If the funds are used improperly, the Personal Representative may be required to repay improperly used funds and may be removed as Personal Representative.
- 4. I will provide the Foundation with current, complete information regarding myself and the Individual with Disabilities, as listed on the Beneficiary Profile. I agree to complete a Beneficiary Profile every year when requested, and I agree to provide an updated Beneficiary Profile promptly to the Foundation throughout each year as any changes occur; and**
The Foundation will provide the Personal Representative with a blank Beneficiary Profile each year, and the Personal Representative must promptly complete and return the Beneficiary Profile each year. Failure to provide a Beneficiary Profile when requested, or failure to inform the Foundation of throughout the year, may result in the suspension of distributions until the updated information is provided.

5. **I will notify public agencies from whom the Individual with Disabilities receives benefits of the existence of the Account, and I will promptly provide the Foundation with copies of all correspondence from such public agencies related to the Foundation or to the Account; and**
6. **I will promptly notify the Foundation if the Individual with Disabilities dies, and I will provide the Foundation with a copy of the death certificate as soon as it is available, and;**
7. **I will respond in a prompt and courteous manner to all correspondence from the Foundation, and;**
8. **I will comply with all policies and rules of the Foundation concerning the Account and the underlying Trust, which I acknowledge may be modified unilaterally by the Foundation from time to time. I understand, however, that I will be provided on a periodic basis with information regarding changes in relevant policies and rules. Further, I acknowledge receipt of the Handbook for Personal Representatives.**

Date: _____

Personal Representative Signature