

# Planned Lifetime Assistance Network of Connecticut, Inc.

## Contract for Services

This CONTRACT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ between the Planned Lifetime Assistance Network of Connecticut, Inc., a non-profit corporation (hereinafter referred to as PLAN of CT) and \_\_\_\_\_ (hereinafter referred to as Family).

Whereas the Family desires to contract with PLAN of CT to provide personal care services for \_\_\_\_\_, (hereinafter referred to as Client) who is the beneficiary of the \_\_\_\_\_ Lifetime Advocacy Trust dated \_\_\_\_\_ (hereinafter referred to as the Trust); and whereas PLAN of CT is willing to carry out such program of services as described in the Personal Care Plan of the Client dated \_\_\_\_\_.

The Family and PLAN of CT mutually agree as follows:

### **1. *Enrollment Fee***

The Enrollment Fee for the establishment of the Trust and the Personal Care Plan shall be \$1,050.00, toward which a preliminary payment of \_\_\_\_ shall be credited. Annual revisions to these documents before services are provided shall be at no cost. All Trust related fees for funded trusts shall be billed at actual costs incurred by PLAN of CT and charged against trust income, to the extent that it is sufficient, then against the Trust principal.

### **2. *Quality of Services***

PLAN of CT shall provide for the services as described in the Personal Care Plan. The oversight will be provided by PLAN of CT's' Board Members honoring the provisions detailed in the Personal Care Plan.

### **3. *Period of Performance and Compensation***

- a) PLAN of CT shall commence performance under the Personal Care Plan after the Trust has been adequately funded and PLAN of CT becomes entitled to receive income under Section 1 of the Trust and shall continue until the death of the client.
- b) PLAN of CT shall provide surrogate family services to the client at the hourly rate noted in our Fee Schedule subject to the provisions of Paragraph 4 below.

c) Once income becomes available from a funded trust, PLAN of CT shall provide the services described in the Personal Care Plan to the extent possible at its hourly rate.

**4. *Modification of Rates***

At any time after PLAN of CT begins providing services under Paragraph 2(a) above, PLAN of CT may as it deems necessary to amend the hourly fee rate provided under Paragraph 2(b). Increases shall be limited to the then prevailing rate as determined by the Board of Directors of PLAN of CT. If the net income from the Trust is insufficient to cover the increased rate, PLAN of CT will either diminish the hours of service or seek distributions of principal from the Trust in accordance with Sections 3 and 4 of the Trust.

**5. *Progress Reports***

PLAN of CT may provide at the family's request an annual summary of services delivered to the Client and of the status of the client to: \_\_\_\_\_, or their designated successors.

**6. *Providing Additional Services***

The PLAN of CT Board of Directors or Trust Committee then serving at the request of the Board of Directors, based upon the stated and implied wishes of the family as expressed in the Personal Care Plan, shall utilize income from the Trust, in excess of the cost of services provided under Paragraphs 3 and 4 above for the direct and indirect benefit of the Client as permitted by Sections 3 and 4 of the Trust.

**7. *Records***

PLAN of CT will maintain records of hours of service, direct expenses and indirect expenses incurred for the Client.

**8. *Grievances***

Family members may take concerns about the implementation of the Personal Care Plan to the Executive Director of PLAN of CT. Should the family continue to have concerns, the decision of the Executive Director may be appealed to the Board of Directors of PLAN of CT. The Executive Director shall refer the Family to the appropriate member(s) of the Board of Directors responsible for grievances.

**9. Confidentiality**

PLAN of CT will maintain in confidence all records of the Client, except that PLAN of CT may provide information to third parties with regard to the Client when PLAN of CT determines that it is in the Client's best interest to do so. Before confidential information is provided to third parties, the Trust Committee of the Board of Directors responsible for overseeing services to the Client must approve of this release of information.

**10. Liability**

PLAN of CT and its personnel will act responsibly and in good faith in providing services as outlined in the Personal Care Plan or as directed by the Trust Committee to the Client. PLAN of CT, its Board of Directors and its Officers or their successors will be held harmless for the actions of its or their employees, agents and subcontractors in providing services on behalf of PLAN of CT, and shall be entitled to indemnification from the trust funds for any and all claims, liability, loss, damage and expenses (including legal fees and expenses) incurred by them in connection with such claims.

BY: \_\_\_\_\_  
Planned Lifetime Assistance Network of Connecticut, Inc.

DATE \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Family of \_\_\_\_\_

DATE \_\_\_\_\_ DATE \_\_\_\_\_

Effective 3/5/2015