

**TRUST AGREEMENT  
CPP DISABILITY BENEFITS ADMINISTRATION PILOT PROJECT**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ amongst  
CpD Disability Benefits Alberta Region

and

The Public Trustee for the Province of Alberta

("Public Trustee")

and

*Check only one of the parties listed*

- Edmonton Community Board / Persons with Developmental Disabilities
- Capital Health
- Community Support Services Branch
- Edmonton Regional Office of the Public Guardian

("Contact Provider")

and

*Insert the name of the Client*

\_\_\_\_\_ SIN \_\_\_\_\_  
("Client")

**Background Information**

The Client

- a) receives benefits from Canada Pension Plan Disability Benefits,
- b) is unable to administer those benefits so as to provide for his/her needs,
- c) has no one able, willing and suitable to assist with the administration of those benefits,
- d) has less than \$5,000.00 in assets, and
- e) agrees to receive assistance in the administration of those benefits, and
- f) agrees to participate in the evaluation of the CPP Disability Benefits Administration Pilot Project.

**The parties agree as follows:**

**1. Definition of "Benefits"**

1.1 In this agreement, Benefits means those financial supports the client is eligible to receive from Canada Pension Plan Disability Benefit.

## **2. Appointment of Financial Administrator**

2.1 The Director appoints the Public Trustee as financial administrator for the Client.

2.2 The Director shall continue the appointment of the Public Trustee as Financial Administrator for the client notwithstanding the client receives no Benefits in any given month. Such extensions shall extend up to 3 months, unless this Trust Agreement is terminated by any party to this agreement.

## **3. Appointment of Primary Contact Person**

3.1 Check only one of the parties listed:

- Edmonton Community Board / Persons with Developmental Disabilities
- Capital Health
- Community Support Services Branch
- Edmonton Regional Office of the Public Guardian

Designates \_\_\_\_\_ to act as the Primary Contact Person and \_\_\_\_\_ to act as Alternate Primary Contact Person.

## **4. Duties of Primary Contact Person**

4.1 The Primary Contact Person shall, directly or indirectly,

- a) identify the basic needs with the Client and arrange the allocation of funds to provide for those needs,
- b) instruct the Public Trustee where the payments for the Client's basic needs are to be made and the amount of those payments,
- c) notify the Director and the Public Trustee, as soon as possible, if
  - i) the living arrangements of the Client changes,
  - ii) the Client is admitted into a hospital or nursing home
  - iii) the Client dies,
  - iv) the relationship between the Primary Contact Person and the Client ends,
  - v) the Client terminates the Trust Agreements, or
  - vi) the Client's circumstances are altered in such a way that eligibility for Benefits is changed.
- d) if the Client is employed, assist the Client in arranging for copies of the Clients' pay stubs to be sent to the Director, and
- e) when a Client moves into or out of premises,
  - i) arrange for the payment and return of the damage security deposit,
  - ii) ensure that the inspection report forms under the Residential Tenancies Act are completed,
  - iii) notify the Public Trustee and the Director of the new address, and
  - iv) advise the Public Trustee of the payment arrangements.

## **5. Change of Primary Contact Person**

5.1 Check only one of the parties listed:

- Edmonton Community Board / Persons with Developmental Disabilities
- Capital Health
- Community Support Services Branch
- Edmonton Regional Office of the Public Guardian

Shall notify the Public Trustee in writing if the Primary Contact Person is replaced. This notice shall:

- a) specify the name, address, telephone and fax number of the new Primary Contact Person, and
- b) be sent to the Public Trustee at the address specified in this agreement.

## **6. Duty of Director**

6.1 The Director shall redirect the Benefits of the Client to the Public Trustee as financial administrator.

## **7.0 Duties of Public Trustee**

7.1 The Public Trustee shall

- a) receive the Client's Benefits from the Director,
- b) make payments on the client's behalf as directed by the Primary Contact Person (up to the amount available in the Client's trust account), and
- c) when requested by any other party to this agreement, provide a record of the amount of Benefits received for the Client, the amount of Benefits expended on behalf of the Client and the amount of Benefits remaining.

## **8.0 Notices**

8.1 All notices or material to be sent under this agreement shall be directed to the following addresses:

8.2 to the Director's designate at:

Chris Peckham  
CPP Disability Benefits  
PO Box 2710 Main Street  
Edmonton, Alberta T5J 4C2

8.3 to the Public Trustee at:

400 South, J.E. Brownlee Building  
10365 – 97 Street  
Edmonton, Alberta T5J 3Z8

8.4 to the relevant partner, in care of the Primary Contact Person at:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

And, the Alternate Contact Person at:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

d) to the Client at:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

## 9. Termination of this Agreement

9.1 This Trust Agreement is terminated if

- a) Notice of Termination (Schedule 1) is given by any party, including the Client,
- b) the Client executes a valid power of attorney,
- c) the Client ceases to be eligible to receive Benefits from Canada Pension Plan Disability Benefits (subject to point 2.2 of the agreement), or,
- d) the Client dies.

9.2 If the relationship between the Client and the Primary Contact Person ends and notice of the appointment of an alternate or new Primary Contact Person is not given to the Public Trustee within 10 days, the Public Trustee may terminate this agreement.

9.3 Any party to this agreement may terminate the agreement by providing all other parties within 30 days written notice of the termination. These notices shall be sent to the addresses specified in paragraph 8 of this agreement.

9.4 Termination of this agreement by the Client shall be in the form designated for that purpose. The party receiving the original Termination Notice will send a copy to all other parties. Termination Notice form is attached to this agreement.

9.5 If this agreement is terminated, the Director shall stop forwarding the Client's Benefits to the Public Trustee. Subject to point 2.2 of this agreement, if the Public Trustee holds any excess benefits for the Client when this agreement is terminated, those benefits shall be returned to:

- a) the Client,
- b) the Client's trustee, if the Client has become a dependent adult, or
- c) the Client's personal representative, if the Client has passed away.

**10. General**

10.1 The Background Information is part of this agreement.

10.2 The parties to this agreement shall ensure that their employees comply with the provisions of this agreement.

10.3 Each party shall perform the acts, execute and deliver the writings and give the assurances necessary to give full effect to this agreement.

10.4 The parties shall not change this agreement except by written consent of all parties.

10.5 This agreement shall be interpreted and applied in the courts, and according to the laws in force, in the Province of Alberta.

10.6 The headings in this document have been included for convenience only and they do not define, limit or enlarge the scope of meaning of this document or any part of it.

10.7 In this agreement, words in the singular include the plural and words in the plural include to singular.

The Parties have executed this agreement as of the date first above written:

**Client:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Primary Contact Person:**

\_\_\_\_\_ Date: \_\_\_\_\_

**CPP Director's Designate:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Representative for Public Trustee:**

\_\_\_\_\_ Date: \_\_\_\_\_

