Oregon State Bar **Elder Law Newsletter**

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October 2015

Avoid building in problems when drafting special needs trusts

By Robert Tozer, Attorney at Law

As testamentary special needs trusts come online, more disputes are arising between beneficiaries and trustees. Courts are more involved than ever in trust administration, thanks to the Uniform Trust Code and high consumer demand for remedies. Compliance checks by the Social Security Administration and Department of Human Services have become systematized. All of this requires practitioners to keep up with the consequences of drafting SNTs. I represent professional fiduciaries, amateur fiduciaries, and disabled beneficiaries, and am sharing some relevant practice tips.

Please do not name a contingent beneficiary as trustee.

The financial conflict of interest is inherent, and the beneficiary knows it. Even if the trustee does not consider his or her own interests, a special needs trust beneficiary will suspect ulterior motives. There are numerous examples of trustees who will not make any distributions, or decline requests for distributions, or who limit the amount per month without regard to need. Selfish motives will be assumed.

Your client may reassure you that the proposed trustee will not bow to the temptation of shortchanging his or her sibling and that their family is not like that. In some cases, they may be right. But a violation of the trustee's duties of loyalty (ORS 130.655(1)) and impartiality (ORS 130.660) can be difficult to remedy, particularly for someone with a disability. If your client insists on naming a trustee with a financial interest, consider requiring the trustee to petition for the appointment of a special representative for the beneficiary (ORS 130.120), or consider naming a trust adviser under ORS 130.735.

The Uniform Trust Code recognizes this problem only tangentially: ORS 130.110 allows a trustee to represent and bind the beneficiary, to the extent that there is no conflict of interest between the two. Do not draft a document that promotes litigation after your client has died.

Please be careful with in terrorem clauses.

Drafting attorneys routinely include in terrorem (no contest) clauses in their trusts, including special needs trusts. In terrorem clauses are enforceable and are defined as a trust provision that reduces or eliminates a beneficiary's interest "... if the beneficiary challenges the validity of part or all of the trust." (ORS 130.235(4)). In terrorem clauses vary, and some go to particularly bizarre lengths to stifle a challenge. Contingent beneficiaries can use a broadly worded clause to put pressure on trustees to punish beneficiaries who pursue their statutory rights to seek modification of a trust (ORS 130.195, .200, .205, .210, .215, .220), or to redress a trustee's breach of duty (ORS 130.800), or to remove a trustee (ORS 130.625). In *Tseng v. Tseng,* 271 Or App 657 (2015), the court said that ORS 130.050 "... broadly authorizes any interested person to invoke the court's jurisdiction to intervene in the administration of the trust." (at 668). A sweeping in terrorem clause can unintentionally abro-

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Robert Tozer (U of O Law 1985), emigrant from Kansas, began his elder law practice before the Yellow Pages coined the term "elder law." His practice includes trust and estate litigation, protective proceedings and estate planning. Mr. Tozer is on the board of the Eugene Concert Choir and cliff dives when he can.

gate a lot of the court's jurisdiction. The 2015 legislature clarified the distinction between an attack on the validity of an instrument versus objections to the administration of a probate estate with SB 379 (Section 13), which amends ORS 112.272 and says that it is not a will contest if the devisee is only making objections to the acts of the personal representative in the administration of the estate. There were no corollary amendments to the trust code.

When a client is setting up a special needs trust for a disabled person he or she loves enough to take care of financially, you can probably assume that the client does not want the beneficiary's rights to be abridged. Ask the client if he or she wants the beneficiary to be able to protect himself, and then either eliminate the in terrorem clause, or craft a savings clause that makes it clear that only an initial challenge to the validity of the instrument on grounds of forgery, revocation, undue influence, or incompetence constitutes a trust challenge.

Please do not use a one-size-fits-all form.

By definition, all special needs trust beneficiaries are disabled, but disability takes many forms. Your client's loved one can be young or old, independent or living in institutional care, on SSI or SSDI or both. It should go without saying that you need to adjust the forms for the individuals, but too many practitioners just fill in the blanks.

For example, many special needs trusts state that the fund is there for the life of the beneficiary. Some trustees interpret that literally, look up the beneficiary's life expectancy, and divide the trust balance by the number of months they have left. Consider that many beneficiaries have a lot of pent-up demand when the trust is first established after decades of doing without, and that the person's special needs will lessen as e or she ages. Also consider that the beneficiary may not have the usual life expectancy because of the disability. In drafting, be sure that you do not paint the trustee into a corner that actually harms the beneficiary.

A glaring example of form devotion is burdening the beneficiary with a strict special needs trust when the person does not receive SSI. Drafting a strict special needs trust in this situation may even constitute malpractice, because it unnecessarily restricts your client's intent to provide for his or her loved one to the greatest extent possible.

If you are in doubt about why these distinctions matter, please do not draft the trust without assistance. ■

Update from the Executive Committee Chair

Erin Evers, 2015 Executive Committee Chair

2015 started out with a bang as your Executive Committee and the legislation subcommittee were quite busy with various elder law legislative proposals. A huge thank-you to Anastasia Meisner and Mike Schmidt for so diligently working on and watching the legislative process.

As always, the unCLE program in May was a big draw and a great time together to discuss all aspects of elder law.

The Section held its annual meeting on October 2 during the section's fall CLE program. The following were elected as officers of the section for 2016:

Chair: Kay Hyde-Patton
Chair-elect: Monica D. Pacheco
Past Chair: Erin M. Evers
Secretary: Darin J. Dooley
Treasurer: Jan Elana Friedman

In addition, Denise Nicole Gorrell, Theressa Hollis, and Michael A. Schmidt were appointed as Members-at-Large of the Executive Committee for a two-year term ending December 31, 2017.

Members in the middle of their term and continuing through the end of 2016 are: Kathryn M. Belcher, Jason C. Broesder, Don Blair Dickman, Anastasia Yu Meisner, J. Thomas Pixton, and Whitney D. Yazzolino.

Thank you to all of the members of the Executive Committee for their time and service to our section. It is a honor and blessing to work with such a wonderful group. ■

Why can't beneficiaries and trustees just get along?

By William J. Keeler, Jr., Attorney at Law

During most of his thirty-five years in the practice of law, Mr. Keeler, an owner with Garvey Schubert Barer, has concentrated on estate and trust litigation. Licensed in Oregon and California, Mr. Keeler has tried cases involving estates, trusts, and conservatorships throughout Oregon, California, and neighboring states, and has been designated as an expert witness in trust, estate, and conservatorship litigation and related tax and professional negligence cases. Knowledgeable about complex estate and tax planning, amd trust and estate administration, Mr. Keeler has also lectured extensively and is a longtime member of the National Academy of Elder Law Attorneys.

The need to decide what a trustee should or shouldn't do, at least under English law, goes back as far as the twelfth century and the Lord Chancellor's establishment of the Courts of Chancery. It may not have gotten much better, as trust litigation is certainly an expanding field with the kinds of disputes between trustees and beneficiaries expanding, at least in part as a result of tax-driven trust strategies and special needs trusts.

Who are these people? In many instances, the rapport between a trustee and the beneficiaries of a trust depends on how each came to the party. Selection of fiduciaries by the settlors of trusts involves themes repeated and familiar to estate planning attorneys. Among those choices, although not an exhaustive list, often is the surviving spouse (whether or not the parent or step-parent of beneficiaries), the eldest or the perceived most competent child (or grandchild, or niece, or nephew), the aunt or uncle of the beneficiaries, private fiduciaries, corporate fiduciaries, and trusted consultants, including accountants, investment managers, and attorneys. A questionable decision is the choice of co-trustees from opposite branches of a blended family. A variation on that theme is a stepchild remainderman beneficiary selected to serve together with the surviving spouse. Obviously there are as many if not more varieties of beneficiaries, including the very common surviving spouse as a lifetime income beneficiary with children or grandchildren as remainder beneficiaries. Those beneficiaries may be the second (or third or more) spouse, settlor's children and/or stepchildren, and continuing sub-trusts for the benefit of any of those. Adding charitable beneficiaries and their development directors brings a certain flavor to the relationship between trustee and the beneficiaries. The significance of trustees coming from such a diversity of persons, entities, and combinations of the same—as well as the variety among those named as beneficiaries—is that the continuum in the relationships between trustees and beneficiaries is almost infinite.

Why conflict? It's a given that the trustee is likely to face tension between income beneficiaries and remaindermen Problems can range from questions about investment decisions or the interpretation of principal and income rules to objecting to invasion of principal and even claims of breach of the duty of impartiality. A common tax-driven estate stratagem for a couple involves the creation of separate trusts at the first death, some irrevocable, some with required distribution of income and the right to have trust assets be made productive; some with provisions for invasion of principal based on any number of criteria; and most with remaindermen beneficiaries whose beneficial interests are affected by any invasion (and who may or may not be entitled to be told what is happening in the administration of the trust). Trustees and beneficiaries alike end up uncertain if not confused.

What's to argue? Sometimes trustees just don't do what they are supposed to do or beneficiaries demand they do what they shouldn't. But conflicts among them can also consist of a bewildering assortment including interpretation (what the trust says), investments (what the trustee is doing with the assets), distribution (when and what should be given to the beneficiaries), reports (what the beneficiaries are told by the trustee), accountings (the assets are there or at least traceable), delegation (the trustee is hiring the right people), compensation (the trustee is not overpaid), and the broader issue of breach (the trustee is doing something wrong). Trusts which give the trustee discretion present their own problems, as a trustee might reasonably believe that absolute or sole discretion means the trustee can do whatever he or she wants. Oregon, like most states, tempers that discretion with a requirement of good faith and consideration of the purposes of the trust and the interests of the beneficiaries. ORS § 130.715

What about elder beneficiaries? Beneficiaries who are under a disability often have no one to look out for their beneficial interests. This can mean that even with a trustee investing properly, taking appropriate compensation, asking the court to approve accountings, and providing all the appropriate information relevant to the beneficiary's interest, something is missing. An older beneficiary, even a surviving spouse who never handled the finances and who lacks the ability to understand the information provided by the trustee, may not be willing or able to ask for what he or she needs. Should there be a new obligation or duty for a trustee whose beneficiary is elderly or the beneficiary of a special needs trust? Should a trustee actively seek information about the beneficiary's condition and abilities, and, when the beneficiary's abilities are impaired, should the trustee ask for an advocate who will communicate with the trustee on behalf of the beneficiary? ■

Arbitration clauses in facility contracts

By Cynthia L. Barrett, Attorney at Law

Cynthia Barrett has practiced law in Oregon since 1976. Her practice focuses on elder law, special-needs planning, and same-sex-couple planning. She served as the president of the National Academy of Elder Law Attorneys (NAELA) and the Multnomah County Bar Association.

Entering a licensed facility is always a crisis for a declining client and the family.

At the elder law consultation, many issues are addressed: care payment sources, whether that facility can provide the right care to fit the client's needs, spousal protections, spend down, initiating long term care insurance (if any), the effect of prior gifts on Medicaid, the income cap, and whether the financial power of attorney and medical advance directive are enough to permit management of medical care, resources, and income.

A less apparent issue, *the enforceability of the typical facility pre-dispute arbitration clause,* is rarely discussed. The furthest thing from most clients' minds in a fraught facility admission situation is suing the facility. No one entering a care facility completely absorbs the admission documents (with the usual pre-dispute binding arbitration clause) presented for signature. But this hidden issue will be crucial should facility care be negligent and lead to personal injuries and/or wrongful death.

When the declining client or family members question the quality of nursing home or assisted living or foster care, they consult with a personal injury lawyer. That plaintiff's lawyer hopes to avoid binding arbitration. Damage awards are lower in arbitration than in front of a jury, and defense counsel for a facility is quick to push the case into arbitration to reduce the risk to their clients.

This "choice of forum" problem in facility admission negligence/wrongful death disputes is a very open legal issue nationally. The plaintiffs' bar and aging service advocates argue that the circumstances of nursing facility/assisted living admission make any waiver of jury trial unconscionable. The defense bar argues that arbitration is a cheaper and quicker alternative to courts, and is reasonable under the circumstances.

Earlier this year, the Illinois Court of Appeals enforced a facility pre-dispute arbitration clause where the agent under health care power of attorney signed the admission agreement. *Fiala v. Bickford Senior Living Group, LLC*, 2015 IL App (2d) 141160 (2015).

Oregon's lead case on the issue, *Drury v. Assisted Living Concepts Inc.*, 245 Or App 217 (2011), refused to enforce the pre-dispute arbitration clause where a son who was neither agent or health care representative or conservator/guardian signed the facility agreement.

In *Drury,* the Oregon Court of Appeals affirmed Multnomah County Circuit Judge Youlee You's order denying the facility's petition to compel arbitration of a wrongful death claim. Judge You found enforcement of the arbitration provision unconscionable. The Oregon Court of Appeals did not address unconscionability, but affirmed Judge You on other grounds, concluding that the demented elder was not bound by the residency agreement, to which she never assented. She lacked the capacity to give assent.

In *Drury,* the demented elder's son, Eddie Drury, signed the admission agreement—but had no power of attorney, conservator's letters, or other legal authority to bind his mother. The parties presented evidence about who signed the admission agreement, whether the signer had actual or apparent authority, whether the demented confused elder could grant authority, how the elder (as a third party beneficiary of the contract) might be bound—or not—by the arbitration provision. All details of the transaction, including medical records from before and after the admission, were relevant to the Oregon court's contract analysis. Because the elder lacked capacity to give assent, and her son did not have legal authority to bind her, the court refused to enforce the pre-dispute arbitration clause in the facility admission agreement. The wrongful death case could go to jury trial.

The Center for Medicare and Medicaid Services (CMS) has published proposed rules on the pre-dispute arbitration clause and asked for comment on whether such clauses should be eliminated from care facility contracts (Federal Register, Vol 80, No 136, 42168 (July 16, 2015). The comment period ended October 14, 2015, and a new CMS rule on binding arbitration clauses is expected. Elder law attorneys should watch for the new rule. (The first one to point it out on the Section's discussion list when it emerges later this fall wins!)

The CMS proposed rule on pre-dispute arbitration proposal would be included in any facility contract (nursing facility, assisted living, and fos-

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ter home) and require certain steps be taken before the agreement would be enforceable.

The CMS proposed rule and its call for comments on making pre-dispute arbitration clauses unenforceable are explained as follows (Federal Register / Vol. 80, No. 136, p. 42211):

> "....We propose in § 483.70(n) to require facilities that ask residents to accept binding arbitration to resolve disputes between the facility and the resident to meet certain criteria. Alternative dispute resolution (ADR), including binding arbitration, has become increasingly popular in recent years. However, unlike other forms of ADR, binding arbitration requires that both parties waive the right to any type of judicial review or relief. While this can be a valid agreement when entered into by individuals with equal bargaining power, we are concerned that the facilities' superior bargaining power could result in a resident feeling coerced into signing the agreement. Also, if the agreement is not explained to the resident, he or she may be waiving an important right, the right to judicial relief, without fully understanding what he or she is waiving. Also, the increasing prevalence of these agreements could be detrimental to residents' health and safety and may create barriers for surveyors and other responsible parties to obtain information related to serious quality of care issues. This results not only from the residents' waiver of judicial review, but also from the possible inclusion of confidentiality clauses that prohibit the resident and others from discussing any incidents with individuals outside the facility, such as surveyors and representatives of the Office of the State Long-Term Care Ombudsman. We propose that the facility be required to explain the agreement to the resident in a form, manner and language that he or she understands and have the resident acknowledge that he or she understands the agreement. The agreement must not contain any language that prohibits or discourages the resident or any other person from communicating with federal, state, or local officials, including, but not limited to, federal and state surveyors, other federal or state health department employees, or representatives of the Office of the State Long-Term Care Ombudsman, regarding any matter, whether or not subject to arbitration or any other type of judicial or regulatory action, in accordance with proposed § 483.11(i). The explanation must state, at a minimum, that the resident is waiving his or her right to judicial relief for any potential cause of action covered by the agreement. The agreement must be entered into by the resident voluntarily and provide for the selection of a neutral arbitrator and a venue convenient to both parties, the resident and the facility. An agreement will not be considered to have been entered into voluntarily by the resident if the facility makes it a condition of admission, readmission, or the continuation of his or her residence at the facility. Thus, we believe that any agreement for binding arbitration should not be contained within any other agreement or paperwork addressing any other issues. It should be a separate agreement in which the resident must make an affirmative choice to either accept or reject binding arbitration for disputes between the resident and the facility. Finally, in order to address concerns about conflict of interest when the resident has a guardian that is affiliated with the facility, we propose to specify that the guardians or representatives cannot consent to an agreement for binding arbitration on the resident's behalf unless that individual is allowed to do so under state law, all of the other requirements in this section are met, and the individual has no interest in the facility. We are also aware that there are concerns that these agreements should be prohibited in the case of nursing home residents. *Therefore, we are also soliciting comments on whether binding arbitration agreements should be prohibited* [emphasis added]."

The proposed CMS rule provides a roadmap for facilities and the defense bar to getting an enforceable arbitration clause in facility contracts. Although CMS is inviting comment on barring pre-dispute arbitration clauses, my bet is that the new proposed rule gets enacted, and advocates and families will be choosing to cross out the pre-dispute arbitration clause.

I suspect the new CMS rule will be implemented by a little checklist for initials of the signer, and one of the items on the checklist will be "Admission to the facility is not contingent upon the resident or resident representative signing a binding arbitration agreement."

Elder law attorneys usually have clients with authority to sign facility agreements. Our planning clients have powers of attorney and health care directives in place before the decline. If the family contacts us after the relative loses capacity, then elder law attorneys make sure a court-appointed fiduciary is put in place to manage care and resources.

If this CMS rule proposal is enacted, it will define what the facilities must do to get a pre-dispute arbitration clause enforceable, and a "check the box" facility contract will be presented upon admission to every facility.

I can imagine the conversation in the personal injury lawyer's office after poor care leads to a parent's death. The agent under financial power of attorney or a court-appointed fiduciary who checked the pre-dispute binding arbitration box-

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es and thus waived a jury trial will complain that the elder law attorney "should have told me not to sign it!" The professional fiduciary appointed conservator who checked the boxes and thus waived a jury trial will be challenged by unhappy heirs, with a litigator looking for another insurance policy to tap.

Practical suggestions re arbitration provisions

In our elder law "crisis intake" matters, we could uncover issues related to the arbitration provision. We might:

- Ask the client to bring in a copy of any admission agreement, so you can review who signed it and that person's authority.
- Review the admission contract with them, pointing out the (1) "responsible party" provision, (2) the point system that is usually used to trigger increased care bills, (3) any weird waivers of rights, and (4) the arbitration provision.
- Tell the ill elder and the family that if the elder suffers harm in the facility, the defense will try to keep the dispute out of court to reduce damage awards.
- Explain that the arbitration provision may be ruled invalid, on a variety of grounds, and that one potential defense is that the signer on the agreement did not have proper legal authority to give up the ill person's rights, but the safer course is to cross out the arbitration provision or at least refuse to check the boxes that allow it.
- Review with the client the pros and cons of fixing this. A contract signed by the right person (duly authorized agent, conservator) relieves the unauthorized signer's personal liability, but prevents the "unauthorized signer" *Drury* defense in case of a later injury/wrongful death claim. As a practical matter, the client fears that crossing out the arbitration provision may result in losing the placement, or contribute to a later discharge on some pretext. ■

Important elder law numbers

as of
October 1, 2015

Supplemental Security Income (SSI) Benefit Standards	
	Eligible individual $733/month
	Eligible couple $1,100/month
Medicaid (Oregon)	
	Asset limit for Medicaid recipient $2,000/month
	Long term care income cap $2,199/month
	Community spouse minimum resource standard $23,844
	Community spouse maximum resource standard $119,220
	Community spouse minimum and maximum monthly allowance standards $1,992/month; $2,980.50/month
	Excess shelter allowance ..... Amount above $598/month
	SNAP (food stamp) utility allowance used to figure excess shelter allowance $445/month
	Personal needs allowance in nursing home $60/month
	Personal needs allowance in community-based care $163/month
	Room & board rate for community-based care facilities $570/month
	OSIP maintenance standard for person receiving in-home services $1,233
	Average private pay rate for calculating ineligibility for applications made on or after October 1, 2010 ..... $7,663/month
Medicare	
	Part B premium $104.90/month*
	Part D premium: ..... Varies according to plan chosen
	Part B deductible $147/year
	Part A hospital deductible per spell of illness $1,260
	Skilled nursing facility co-insurance for days 21-100 ..... $157.50/day

* Premiums are higher if annual income is more than $85,000 (single filer) or $170,000 (married couple filing jointly).

Elder Law Section's CLE program focused on basics

By Don Dickman, Attorney at Law

Don Dickman, who practices elder law in Eugene, chairs the Section's CLE subcomiittee.

The Elder Law Section's annual CLE program took place on Friday, October 2, 2015, and was well attended by Section members.

Elder Law Section CLE seminars alternate between basic and advanced themes for the general subject matter. This year was a basic year, designed to assist newer practitioners and assist the more experienced practitioners who may not be as familiar with the issues of elder law in relation to other areas of practice, e.g., general estate planning.

The CLE planning committee worked with the program presenters to prepare some hypothetical client situations common in elder law practice. The hypotheticals included a number of variables and shared common elements with factual situations that many of us see on a regular basis, with the idea being that practical application of this theoretical knowledge would be the most useful method of presenting the materials.

The day started out with a joint presentation from Jonas Hemenway and Julie Nimnicht, who very thoroughly covered the subjects of *Medicaid Eligibility for Long Term Care*, and *Medicaid Issues and Planning Strategies*. The written materials provide a comprehensive overview of the basics of Medicaid eligibility and planning, which often proves to be a difficult subject to comprehend, even for experienced practitioners.

Melanie Marmion gave us a presentation about *Special Needs Trusts and ABLE Accounts*. While special needs trusts are a standard planning tool for elder law attorneys, it was great to hear about some new planning options that will be available with the ABLE Accounts, which will provide another means of preserving and maintaining funds for persons on public assistance.

In the afternoon, renowned elder statesman Mark Williams discussed *Elder Law Concerns in Estate Planning* and gave us a very practical overview of the myriad of issues that can occur in the course of estate planning and care planning for elderly persons. Mark spoke from his many years of experience in dealing with so many of the unforeseen issues that can arise when estate planning becomes intertwined with disability planning.

Sylvia Sycamore gave us *Protective Proceedings: Making Your Case*. She discussed the basics of what the practitioner should consider, and covered in detail the issues that are present when a client comes in seeking advice on a guardianship or conservatorship. Sylvia talked about advising potential clients and thoroughly analyzing the facts and circumstances in order to determine the appropriateness of filing a protective proceeding, the chances of success, how to get paid, and practical considerations when dealing with family members during the initial stages of a case.

We ended the day with a panel discussion by Rebecca Kueny and Kirk Strohman entitled *The Intersection of Elder Abuse Reporting and Ethics*. Steve Heinrich was instrumental in formulating this presentation but was unable to attend the program. Steve was missed, but Rebecca and Kirk did an excellent job, and the discussion focused on the elder abuse reporting requirement and how this fairly new requirement intersects with other ethical duties under the Oregon Rules of Professional Conduct.

All in all, it was an excellent program, and many thanks are due to all the people on the CLE planning committee: Penny Davis, Jane Patterson, Steven Heinrich, Kay Hyde Patton, Mark Williams, Sylvia Sycamore, Jennifer Kwon, and Rebecca Kueny.

For those who did not attend and need a basic "desk book" for understanding Medicaid issues and other general elder law considerations, purchase of these materials from the OSB would be a worthwhile investment. With today's technology, replays of the CLE program will be available in various forms through the Oregon State Bar. ■

Resources for elder law attorneys

Events

Elder Law Discussion Group

Legal Aid Services Portland conference room
520 SW Sixth Ave, 11th Floor, Portland
Coffee will be provided.

- December 10, 2015/12:30–1:30: "Diminished Capacity"
- January 14, 2016/ Noon-1:00 p.m.: TBD
- February 11, 2016/ Noon-1:00 p.m.: "Elder Abuse Reporting Requirement"

The ABLE Act: What You and Your Clients Must Know
ABA Webinar
November 12, 2015/10:00–11:30 a.m. PT
http://www.americanbar.org/groups/senior_lawyers/events_cle.html

Role of Trust Protectors and Trust Advisers in Estate Planning
OSB Audio Seminar
November 17, 2015 /10–11 a.m. PT
https://www.osbar.org/cle

VA Pension: Income Security for Veterans and Their Family
ABA Webinar
November 17, 2015/10:00–11:30 a.m. PT
http://www.americanbar.org/groups/senior_lawyers/events_cle.html

Basic Estate Planning and Administration 2015
OSB Seminar
November 20, 2015/8:30 a.m.–4:30 p.m.
Oregon Convention Center; Portland
Also live webcast on your computer
https://www.osbar.org/cle

Tax Basics: Special Needs Planning for Families
ABA Webinar
December 2, 2015/10:00–11:30 a.m. PT
http://www.americanbar.org/groups/senior_lawyers/events_cle.html

Keeping Pace with Technology: Choosing Hardware and Software for Lawyers
ABA Webinar/
December 15, 2015
10:00–11:00 a.m. PT
http://www.americanbar.org/groups/senior_lawyers/events_cle.html

NAELA Advanced Elder Law Review
January 26–27, 2016
Newport Beach, California
www.naela.org

NAELA Summit
January 28–30, 2016
Newport Beach, California
www.naela.org/2016Summit

Aging in America Conference
March 20–24, 2016
Washington, D.C.
http://www.asaging.org

2016 Annual NAELA Conference
April 7-9, 2016
Denver, Colorado
www.naela.org ■

Websites

Elder Law Section website
www.osbar.org/sections/elder/elderlaw.html
The website provides useful links for elder law practitioners, past issues of *Elder Law Newsletter,* and current elder law numbers.

National Academy of Elder Law Attorneys (NAELA)
www.naela.org
A professional association of attorneys who are dedicated to improving the quality of legal services provided to people as they age and people with special needs.

OregonLawHelp
www.oregonlawhelp.org
Helpful information for low-income Oregonians and their lawyers. Much of the information is useful for clients in any income bracket.

Administration on Aging
www.aoa.gov
This website provides information about resources that connect older persons, caregivers, and professionals to important federal, national, and local programs.

Aging and Disability Resource Connection of Oregon
www.ADRCofOregon.org
Includes downloadable *Family Caregiver Handbook*, available in English and Spanish versions. Your clients can also call 1.855.673.2372, enter their ZIP codes, and get connected with the nearest ADRC office.

National Association of Senior Move Manager
www.nasmm.org
NASMM members specialize in helping older adults and their families with the daunting process of downsizing and moving to a new residence. ■

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Elder Law Section

Newsletter Committee

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