



POOLED SPECIAL NEEDS TRUST

JOINDER AGREEMENT

**FOR INDIVIDUALS UTILIZING AGED'S DISCOUNTED FEE AGREEMENT
OR ESTABLISHING A JOINDER WITH RETAINED FUNDS**

FOR

TRUST BENEFICIARY

ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.
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ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.
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ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.
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| | |
|---------------------|---|
| Trust IBA No. _____ | Acceptance Date: _____, 20_____ |
| State: _____ | Amendment Filed: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | Date Filed: _____ |

By this Joinder Agreement, on the _____ day of _____, 20_____ the undersigned hereby enrolls in and adopts the Master Trust indicated below, a copy of which has been received and incorporated herein by reference and hereinafter referred to as the "Trust":

Please answer all questions in this Joinder Agreement. If a question does not apply, insert "N/A" as your answer. Also please place a checkmark in all applicable boxes.

1. Definitions

The definitions of the terms used in this Joinder Agreement are located in the Appendix.

2. Trust Established by:

- Disabled Individual (Trust Beneficiary)
- Agent under Durable Power of Attorney for Disabled Individual
- Parent Grandparent Guardian Court

3. Trust Beneficiary:

Name: _____
 Address: _____

Does the Trust Beneficiary reside in an Assisted Living, Nursing Home or other facility? Yes No

If yes, please indicate type of facility:

- Nursing Home Assisted Living Other _____

and provide the name of the facility and its address (if different than above):

U.S. Citizen: Yes No Green Card: Yes No N/A

State of Residence: _____

Social Security Number: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Is the Trust Beneficiary married? Yes No

Is the Trust Beneficiary a minor or incapacitated? Yes No

If answer is Yes, the Trust must be established by a Statutory Representative, Agent under a valid durable power of attorney, Guardian (with Letters of Guardianship) or Court Order.

4. **Parent/Grandparent**

Mother Father Grandmother Grandfather

Name _____

SSN _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

5. **Agent under Durable Power of Attorney (Please provide copy of Power of Attorney.)**

Name _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

6. **Guardian** (Please provide copy of Letters of Guardianship and Court Order Authorizing Execution of Joinder Agreement)

Name _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

7. **Court Order** (Please provide copy of Court Order)

Name of Court: _____

Address: _____

Telephone: _____

Fax: _____ E-Mail: _____

Case Style: _____

Case No.: _____

Name of Judge: _____

8. **Contribution to Trust**

A minimum contribution is required to open/maintain the *Individual Beneficiary Account*. (IBA). Amounts may vary due to cost of living increases

Income Contribution: If the Grantor intends to use this trust to reduce the beneficiary's income for purposes of qualifying for one or more Medicaid program, please provide the gross monthly income from all sources of income:

| | | |
|-----------------------------------|-------|----------|
| Sources of income: | _____ | \$ _____ |
| (Gross Amounts) | _____ | \$ _____ |
| | _____ | \$ _____ |
| | _____ | \$ _____ |
| Total gross monthly income | | \$ _____ |

Lump Sum Contribution:

Amount: \$ _____
Date: _____
Source: _____

Structured Settlement (Please provide a copy of the Settlement Agreement or Court Order):

Commencement Date of Suit: _____
Settlement Date of Suit: _____
Settlement Amount: \$ _____
Settlement Terms: _____
Annuitant: _____
Lump Sum Payment: \$ _____
Periodic Payments: Monthly Quarterly Annually Amount: \$ _____
Name of Insurance Company: _____
Address: _____

Contact Person: _____
Tax ID No. _____
Telephone: _____
Fax.: _____ E-Mail: _____
Broker, if any: _____
Address: _____

Tax ID No. _____
Telephone: _____
Fax.: _____ E-Mail: _____

Other Arrangement: (Provide details) _____

9. **Beneficiary Advocate**

Role: Sole Beneficiary Advocate Co-Beneficiary Advocate*
Relationship: Trust Beneficiary/Grantor Parent Grandparent Guardian
 Agent under DPOA Other Person _____
Name _____
Address: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

Role: Co-Beneficiary Advocate* Successor Beneficiary Advocate
Relationship: Trust Beneficiary/Grantor Parent Grandparent Guardian
 Agent under DPOA Other Person _____
Name _____
Address: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

Role: Co-Beneficiary Advocate* Successor Beneficiary Advocate
Relationship: Trust Beneficiary/Grantor Parent Grandparent Guardian
 Agent under DPOA Other Person _____
Name _____
Address: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

**When Co-Beneficiary Advocates are appointed, each Advocate appoints the other as his or her agent to deposit, request distributions and otherwise conduct any business on the Trust Sub Account subject to this Joinder and the Master Trust. Each Beneficiary Advocate specifically authorizes the Trustee to rely on any then serving Beneficiary Advocate's, request for deposit, distribution or any other action on behalf of the Trust Sub Account without the joinder or consent of any other then serving Beneficiary Advocate; provided, however, that the Trustee reserves the right, in its sole and absolute discretion, to require the written consent of any or all Beneficiary Advocates prior to acting upon instructions of any single Beneficiary Advocate. Any notices or accountings the Trustee is required to send will be deemed adequate if delivered to any then serving Beneficiary Advocate. The Grantor and each Beneficiary Advocate agrees to indemnify and hold the Trustee and Foundation for Indigent Guardianship, Inc. (aka "Founding Trustee," "FIG") and their officers, directors, employees, agents, and assigns harmless from any loss, damage, or claim arising as a result of reliance on the information provided in this document, and from acting upon instructions believed by the Trustee to have originated with a Beneficiary Advocate.*

If no Beneficiary Advocate is named or able to serve, the Trustee may select and appoint a Successor Beneficiary Advocate. However, if a Trust Beneficiary becomes incapacitated and a guardian is appointed, the guardian will be given preference as the Beneficiary Advocate.

10. Trust Beneficiary's Impairment or Disability

Nature of impairment or disability: Total and Permanent Unable to work
 (Describe) _____

Date Incurred: _____

Diagnosis: _____

Prognosis: _____

Estimated Length of Time: _____

Special Requirements: _____

Primary Care Physician:

Name _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

11. Trust Beneficiary's Current Benefits & All Income Sources

Intend to apply for: SSI MEDS-AD QMB Medicaid Nursing Home Benefit
 Medicaid HCBS LTC Benefit (ALF/Community-based long-term care)

Supplemental Security Income ("SSI") N/A

Monthly Amount: \$ _____ Claim Number: _____

Medicaid Benefits N/A

If yes, identify Program(s): MEDS-AD QMB Medicaid Nursing Home Benefit (ICP)

Medicaid HCBS LTC Benefit (ALF/Community-Based Long-Term Care)

Other: _____

Social Security Disability Insurance ("SSDI") N/A

Monthly Amount: \$ _____

Social Security Retirement N/A

Monthly Amount: \$ _____

Section 8 Housing N/A

Other forms of Government Assistance/Benefits or **any other income** received by the Trust Beneficiary (if not already listed in Paragraph 8) and, if applying for QMB, all income sources for Trust Beneficiary's Spouse: N/A

Source of Benefit/Income

Amount of Benefit/Income

12. Distribution of Remainder Upon Death of Trust Beneficiary

Upon the death of a Trust Beneficiary, verified by a copy of the deceased Beneficiary's death certificate, any amounts that will remain in a deceased Beneficiary's IBA shall be retained by the Trust as surplus Trust property and administered and distributed by the Trustee as provided in Article 6 of the Master Trust.

13. Amendments to Joinder Agreement

The provisions of this Joinder Agreement are not subject to amendment by the Grantor, the Trust Beneficiary and/or the Beneficiary Advocate. The Trustee may, however, from time to time as needed in the discretion of the Trustee, amend this Joinder Agreement as provided in the Master Trust Agreement upon 30 days written notice to the Grantor, the Trust Beneficiary and/or the Beneficiary Advocate, as may be applicable for the purpose of the administration and construction of the provisions of the Joinder Agreement and to comply with state and federal law. An amendment made for the purpose of complying with a state law and/or requirements of a specific government agency may be accomplished by a formal amendment or by an addendum to the Joinder Agreement. There may be some states, however, in which the Master Trust will not be able to be used because of the laws of that state or the requirements of a government agency in that state.

14. Taxes

The Trustee has made no representation as to the estate, gift or income tax consequences affecting funds contributed or gifted to the Trust. The Trustee has, however, been advised that each IBA may be treated as an individual grantor trust for income tax purposes. Independent legal and professional tax advice is, therefore, recommended.

15. Money Managers

The Trustee in its sole discretion may recruit, select, engage, terminate, and change one or more money managers without the consent of the Trust Beneficiary and/or Beneficiary Advocate.

16. Fees and Charges Payable to the Trustee

The Trust Beneficiary agrees to pay those fees and charges each month for the administration of Trust Beneficiary's IBA (and other charges that may be required from time to time) in accordance with the attached Trust Fee Agreement between the Trustee and the Trust Beneficiary or on behalf of the Trust Beneficiary. The Trustee is authorized to pay such fees and expenses from the Trust Beneficiary's IBA without further consent or approval.

17. Disbursements from the Individual Benefit Account

The IBA will be managed and administered for the sole benefit of each Trust Beneficiary, but the investments of the IBA may, in the sole discretion of the Trustee, be pooled with other Trust IBA's. Disbursements for any non-support items for the benefit of the Trust Beneficiary may be made when a Beneficiary Advocate believes such supplemental needs are not being provided by

any public or government agency, or are not otherwise being provided from any other source available to the Trust Beneficiary, but subject to the discretion of the Trustee. The Grantor recognizes disbursements are discretionary by the Trustee. With this in mind, the Grantor expresses the following desires as to how funds in a Beneficiary's IBA might be used:

- None
- Supplemental Services as described in the Trust.
- Specific Supplemental Services Requested below:

- Other Requirements: _____

Amount of estimated monthly disbursements that will be needed:

- None.
- \$_____ per month for the purpose(s) of: _____

- Requests will be made on an as needed basis.

18. Acknowledgments

The Grantor, individually, and on behalf of the Trust Beneficiary (the "Parties") acknowledge and agree that:

- a) They have received copies of the Master Trust and this Joinder Agreement and have been advised to have these documents reviewed by an independent attorney representing Grantor and Trust Beneficiary's best interests and understand the legal, economic and tax effects of the Master Trust and Joinder Agreement.
- b) The Parties acknowledge that the Trustee are licensed or skilled in the field of social services. They further acknowledge and agree that the Trustee may conclusively rely upon the representations of the Parties and the Beneficiary Advocate, and/or other persons that may give assistance to the Trustee to identify programs that may be of social, financial, developmental, health care or other assistance to or for the benefit of the Trust Beneficiary.
- c) The Parties recognize and acknowledge the uncertainty and changing nature of the guidelines, laws, regulations and rules pertaining to government assistance benefits. They each agree that neither Trustee nor A.G.E.D. will not in any event be liable for any loss of benefits as long as the Trustee and A.G.E.D. act in good faith.
- d) The Parties acknowledge and agree that the Trustee, A.G.E.D, and their officers, directors, advisory council, employees, agents and their heirs, legal representatives, successors and assigns (hereinafter referred to as "Qualified Persons") shall not in any event be liable to the Parties or any other person for their acts as long as their acts are reasonable and made in good faith.

- e) The Parties acknowledge that upon execution of this Joinder Agreement by the Parties and the funding of the IBA for the Trust Beneficiary, the contribution is irrevocable. The Parties further acknowledge that after the funding of an IBA, they shall have no further interest in and do thereby relinquish and release all rights in, to, control over, and all incidents of ownership and interest of any kind or nature in and to the contributed assets and all income thereon.

19. Addendum or Addenda Attached

Yes No Describe: _____

20. Representations of the Parties

The Parties represent, warrant and agree that:

- a) The Parties have not been provided nor are they relying upon any representation of or any legal advice given by the Trustee or AGED in deciding to execute this Joinder Agreement, but have obtained independent legal advice.
- b) The Parties have entered into this Joinder Agreement voluntarily as their own free act and deed, and;
- c) If the Parties have not had the Master Trust and the Joinder Agreement reviewed by an independent attorney, they have voluntarily waived and relinquished such right;

21. Effective Date

The effective date of this Joinder Agreement shall be the date on which the Joinder Agreement is accepted by the Trustee. Provided, however, if the Contributed Amount is not received by the Trustee, the Trustee shall have the right to rescind its acceptance and its obligations under the Master Trust and the Joinder Agreement shall be cancelled, without further obligation on its part. Upon cancellation, all fees due and payable shall have been paid in full.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the undersigned Grantor has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms. The Trustee has signed this Joinder Agreement effective on the date as first above written.

- Disabled Individual (Trust Beneficiary/Grantor)
- Agent under Durable Power of Attorney
- Parent Grandparent Guardian Court

Witnesses:

Sign _____
Print Name _____
Sign _____
Print Name _____

Sign _____
Print Name _____
Address _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by, _____, who is personally known to me or who has produced _____, as identification.

Sign _____
Print _____
Notary Public, State of _____
My commission expires:

(Seal)

Signatures below this line are for the Trustee

Witnesses:

Advocates & Guardians For the Elderly & Disabled, Inc., Trustee

Sign _____
Print Name _____
Sign _____
Print Name _____

Sign _____
Print Name _____
Title _____
1607 Cherrywood Lane
Longwood, FL 32750

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____, _____ of the ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Sign _____
Print _____
Notary Public, State of Florida
My commission expires:

(Seal)

APPENDIX A
DEFINITIONS OF TERMS

1. **“Agent under Durable Power of Attorney”** means the person duly nominated in a Durable Power of Attorney having the power to act on behalf of the Trust Beneficiary for all financial purposes, including the execution of the Master Trust, the Joinder Agreement and the Trust Fee Agreement. The Durable Power of Attorney is validly executed, and has not been rescinded, revoked or cancelled and the nominating principal has not been adjudicated incompetent and/or there is no pending proceeding pending to determine competence at the time this document is executed.

2. **“Beneficiary” or “Trust Beneficiary”** means a disabled person as defined in §1614(a)(3) of the Social Security Act (42 U.S.C. §1382c (a)3)) and who qualifies as a recipient of services and benefits under this Master Trust under 42 U.S.C. §1382b, as amended by the Foster Care Independence Act of 1999 (FCIA ‘99), and any amendments thereto. If the Social Security Administration or any authorized governmental entity has not made a determination that the Trust Beneficiary is a disabled person, the Trustee is authorized to accept such Trust Beneficiary within its discretion if it has made a determination that the Trust Beneficiary is a disabled person, as defined in 42 U.S.C. §1382c(a)(3).

3. **“Beneficiary Advocate”** means the person and successor persons, as may be applicable, named in the Joinder Agreement. The Beneficiary Advocate can, for example, be the Trust Beneficiary himself or herself, but preferable the Trust Beneficiary’s Legal Representative or another person other than the Trust Beneficiary should act as the Beneficiary Advocate. The Trustee is authorized to communicate and to obtain advice and instructions from the Beneficiary Advocate with regard to a Trust Beneficiary’s investment interests, health care, social activities, care management, residential options and other issues relating to the life care of the Trust Beneficiary. Provided, however, the Trustee has the right to exercise its discretion whenever the Trustee believes appropriate even though contrary to the advice of the Beneficiary Advocate.

4. **“Contributed Amount”** means the initial amount and any subsequent amounts contributed or transferred to the Trust and placed in a Trust Beneficiary’s IBA.

5. **“Disabled Person”** means a person having a physical or mental impairment that complies with the requirements of 42 U.S.C. §1382c(a)(3).

6. **“Government Assistance”** means any and all services, medical care, benefits and financial assistance that may be provided by any county, state or federal agency, now or in the future, to or on behalf of a Trust Beneficiary. Such benefits include but are not limited to the Supplemental Security Income (SSI) payments, Medicaid or other similar governmental programs providing public and/or medical assistance benefits, programs covering mental health, retardation and persons with disabilities.

7. **“Grantor”** refers to the person (Trust Beneficiary, parent, grandparent, guardian or court order) who on behalf of the Trust Beneficiary has the legal authority to adopt the Master Trust and Joinder Agreement. For the purposes of the Master Trust, a Trust Beneficiary is considered to be the Grantor for all purposes and either name (Trust Beneficiary or Grantor) may sometime be used interchangeably. The Trust Beneficiary is considered to be the Grantor even though the contribution is made on the Trust Beneficiary’s behalf by a Trust Beneficiary’s parent, a Trust Beneficiary’s grandparent, a Trust Beneficiary’s guardian, or by a court regardless of the source.

8. **“Individual Benefit Account”** means the financial account within the Master Trust maintained for the benefit of an individual Trust Beneficiary and shall be equal to the initial value of the assets contributed on the Trust Beneficiary's behalf less disbursements made on behalf of the Trust Beneficiary, increased by earnings and appreciation, less taxes, expenses, depreciation and fees as set forth in the Joinder Agreement. The letters IBA refers to the Beneficiary’s Individual Benefit Account.

9. **“Joinder Agreement”** is the agreement by which a Trust Beneficiary enrolls as a participant in the Master Trust. The agreement is between the Trustee and the Trust Beneficiary (or the Trust Beneficiary’s Legal Representative). The Joinder Agreement establishes a IBA with the Master Trust for the benefit of a disabled Trust Beneficiary. The Joinder Agreement

also contains information about the Trust Beneficiary, the Trust Beneficiary's Legal Representative (if any) and the Trust Beneficiary Advocate, as well as information about the rights and obligations of the Parties. The Trustee and the Trust Beneficiary or the Trust Beneficiary's Legal Representative are required to sign the Joinder Agreement.

10. **"Legal Representative"** means a legal guardian, natural guardian, conservator, agent acting under a durable power of attorney, trustee, representative payee, custodian under the Uniform Gift or Transfers to Minors Act of any state, or other person caring for a Trust Beneficiary who can act on behalf of a Trust Beneficiary for the purpose of making binding agreements with the Trust.

11. **"Money Managers"** refers to the financial organization managing the assets in the IBA in accordance with federal and state law and providing investment advice.

12. **"Parties"** refers to the persons who executed the Joinder Agreement and the Beneficiary Advocate.

13. **"Remainder Amount"** means all of the remaining funds, if any, in an IBA of a deceased Trust Beneficiary.

14. **"Required Documents"** refers to any documents described in the application to join the Master Trust, in the Joinder Agreement or otherwise required by the Trustee.

15. **"Successor Trustee"** means a Trustee that has been appointed to succeed the functions and obligations of the original or initial Trustee. The term Successor Trustee includes the preceding definition and applies to each Successor Trustee.

16. **"Supplemental Services"** includes disbursements for "special needs," "supplemental needs" and/or "supplemental care" all of which shall mean non-support disbursements and may be used interchangeably.

17. **"Trust" or "Master Trust"** refers to the Amended and Restated Declaration of Pooled Special Needs Trust dated July 1, 2004, created by Advocates & Guardians for the Elderly & Disabled, Inc., a Florida not-for-profit corporation.

22. **"Trustee"** means AGED as long as AGED is serving as the Trustee and its successor or successors in such capacity. If AGED is serving as the Trustee, it may sometimes be described interchangeably as "AGED" or "Trustee." If AGED is not serving as Trustee, then any reference to Trustee shall be to the then acting Trustee.

23. **"Co-Trustee"** means a person, entity or both selected by the Trustee and named as such to assist with the management, administration, allocation and/or disbursement of Trust assets and property.