THE FLORIDA PUBLIC GUARDIANSHIP POOLED SPECIAL NEEDS TRUST

JOINDER AGREEMENT

FOR

_____

TRUST BENEFICIARY/GRANTOR

THE FOUNDATION FOR INDIGENT GUARDIANSHIP, INC.
FOR THE
FLORIDA PUBLIC GUARDIANSHIP POOLED SPECIAL NEEDS TRUST
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THE FOUNDATION FOR INDIGENT GUARDIANSHIP, INC.
FOR THE
FLORIDA PUBLIC GUARDIANSHIP POOLED SPECIAL NEEDS TRUST
ASSET JOINDER AGREEMENT

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THE FOUNDATION FOR INDIGENT GUARDIANSHIP, INC.
FLORIDA PUBLIC GUARDIANSHIP POOLED SPECIAL NEEDS TRUST
JOINDER AGREEMENT

Trust Sub Account No._____	Acceptance Date:_____,20_____
State: _____	Amendment Filed: ☐ Yes ☐ 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 "Master 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 Appendix A.

2. Trust Established by

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

If someone other than the Disabled Individual/Trust Beneficiary is establishing the Trust, please provide the following:

Name of Individual or Court: _____
Address:_____
_____
Home Phone: _____ Cell Phone: _____
E-Mail: _____
If established by Agent under Durable Power of Attorney, provide copy of DPOA.
If established by a Guardian or Court, provide letters of guardianship and court order.

3. Trust Beneficiary

Last Name: _____
First Name: _____ Middle Name: _____
U.S. Citizen: ☐ Yes ☐ No State of Residence: _____
Green Card: ☐ Yes ☐ No ☐ N/A
Social Security Number: _____
Date of Birth: _____ Age: _____
Place of Birth: _____
Address: _____
_____
Home Phone: _____ Cell Phone: _____

Does trust beneficiary reside in a facility? ☐ Yes ☐ No
If yes, what type? ☐ Nursing Home ☐ Assisted Living ☐ Group Home ☐ Other_____

Facility Name: _____
Address: _____

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. **Beneficiary Advocate** (Receives statements and may make disbursement requests on behalf of the trust beneficiary. See Appendix A for additional description.)

Role: ☐ Sole Beneficiary Advocate ☐ Co-Beneficiary Advocate*

Relationship to Trust Beneficiary:
☐ Trust Beneficiary/Self ☐ Parent ☐ Grandparent ☐ Guardian ☐ Agent under DPOA
☐ Other Person _____

Name _____
Address: _____
Home Phone: _____ Cell Phone: _____
E-Mail: _____

For additional Beneficiary Advocates, please complete the information below:

Role: ☐ Co-Beneficiary Advocate* ☐ Successor Beneficiary Advocate

Relationship to Trust Beneficiary:
☐ Trust Beneficiary/Self ☐ Parent ☐ Grandparent ☐ Guardian ☐ Agent under DPOA
☐ Other Person _____

Name _____
Address: _____
Home Phone: _____ Cell Phone: _____
E-Mail: _____

Role: ☐ Co-Beneficiary Advocate* ☐ Successor Beneficiary Advocate

Relationship to Trust Beneficiary:
☐ Trust Beneficiary/Self ☐ Parent ☐ Grandparent ☐ Guardian ☐ Agent under DPOA
☐ Other Person _____

Name _____
Address: _____
Home Phone: _____ Cell Phone: _____
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 ("TSA") 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 TSA 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, 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.

5. Trust Beneficiary's Impairment or Disability:

Has the Trust Beneficiary been determined to be disabled by the Social Security Administration?
☐ Yes ☐ No ☐ Applied For / Pending

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

6. Trust Beneficiary's Current Benefits

Monthly Gross Income Sources (Please list all sources of income.)

Social Security Retirement	☐ Yes ☐ No	Amount: $_____
Supplemental Security Income ("SSI")	☐ Yes ☐ No	Amount: $_____
Social Security Disability Insurance ("SSDI")	☐ Yes ☐ No	Amount: $_____
Disabled Adult Child (DAC) or Childhood Disability Benefits (CDB)	☐ Yes ☐ No	Amount: $_____

Pension(s) / Other Sources of income ☐ Yes ☐ No

_____ Amount: $_____
_____ Amount: $_____
_____ Amount: $_____
_____ Amount: $_____

Total gross monthly income $_____

Government Benefits

☐ N/A – No Current Government Benefits

Medicaid Long Term Care ICP / Nursing Home ☐ Yes ☐ No ☐ Applying For

Medicaid Long Term Care Home and Community Based Services (HCBS / ALF / Waivers) ☐ Yes ☐ No ☐ Applying For

PACE Program ☐ Yes ☐ No ☐ Applying For

Medically Needy Share of Cost ☐ Yes ☐ No ☐ Applying For

MEDS-AD (Full Community Medicaid) ☐ Yes ☐ No ☐ Applying For

Medicare Savings Program
- QMB ☐ Yes ☐ No ☐ Applying For
- SLMB ☐ Yes ☐ No ☐ Applying For
- QI1 ☐ Yes ☐ No ☐ Applying For

Optional State Supplements (OSS) ☐ Yes ☐ No ☐ Applying For

SSI Medicaid ☐ Yes ☐ No ☐ Applying For

APD/I Budget Services ☐ Yes ☐ No ☐ Applying For

Food Assistance ☐ Yes ☐ No ☐ Applying For

Section 8 Housing (HUD / Low Income Housing) ☐ Yes ☐ No ☐ Applying For

Other Benefits (please list) ☐ Yes ☐ No ☐ Applying For

_____

_____

Has the Trust Beneficiary ever received Medicaid benefits in a state other than Florida?
☐ Yes ☐ No If yes, which state(s): _____

7. Contribution to Trust

A minimum contribution is required to open/maintain the TSA. Amounts may vary due to cost of living increases.

☐ **Income Contribution**: Does the Grantor intend to use this trust to reduce the beneficiary's income for purposes of qualifying for one or more Medicaid programs? ☐ Yes ☐ No
Estimated Monthly Contribution: $ _____

☐ **Lump Sum Contribution**:
Estimated Amount: $ _____
Date: _____
Source: _____

If contribution is from a Structured Settlement, please provide a copy of the Settlement Agreement or Court Order, and the following information:

Name of Insurance Company: _____
Address: _____
_____
Contact Person: _____
Phone: _____

8. Distribution of Remainder Upon Termination of Trust Beneficiary's TSA

Upon the death of a Trust Beneficiary, verified by a copy of the deceased Trust Beneficiary's death certificate, any amounts remaining in a deceased Trust Beneficiary's TSA shall be retained by the Trust as surplus Trust property and administered and distributed by the Trustee as provided in Article 7 of the Master Trust.

9. 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.

10. 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 TSA may be treated as an individual grantor trust for income tax purposes. Independent legal and professional tax advice is, therefore, recommended.

11. Investment Agent

The Trustee may recruit, select, engage, terminate, and change the investment agent as provided in the Master Trust without the consent of the Trust Beneficiary and/or Beneficiary Advocate.

12. 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 TSA (and other charges that may be required from time to time) in accordance with the following fee schedule. The Trustee is authorized to pay such fees and expenses from the Trust Beneficiary's TSA without further consent or approval. Advocates & Guardians for the Elderly & Disabled, Inc. (AGED) as Administrative Trustee currently charges the following fees for their services:

a. Enrollment fee will be based on the funding value:

$ Enrollment Fee	$ Funding value
$0	$1 to $2,500
$250	$2,501 to $5,000
$500	$5,001 to $10,000
$750	Greater than $10,000

b. Annual administrative fee will be based on the market value of the trust assets:

% Fee	$ Market Value of Trust Assets
2.5%	First $500,000
1.5%	Next $500,000 ($500,001 to $1,000,000)
1.0%	Next $1,000,000 ($1,000,001 to $2,000,000)
.75%	Over $2,000,000 ($2,000,001 and greater)

$120 minimum per month (may be waived, reduced, or delayed until Medicaid approval – determined on a case-by-case basis). Fees may be charged monthly or quarterly and will be disclosed in your trust statement.

c. Minimum fees of $35 per month and no enrollment fee will apply to accounts where the beneficiary is in a Group Home or on Nursing Home Medicaid and assets are less than $5,000.

d. Contributions other than income received within twelve months of initial funding may be subject to additional enrollment fees. Maximum enrollment fee is $750.

e. There may be a $50 fee for emergency disbursements required within 24 hours.

f. At AGED's sole discretion, the funds may be invested in a portfolio which includes but is not limited to fixed income and equity securities. For accounts that are invested, brokerage fees may apply and will be disclosed in your trust statement.

****Please inform AGED if you do *NOT* wish to have your funds invested.****

g. There may be additional fees for accounting services, money management, or the management of unique assets such as real property or mineral interests. These fees, if any, will be disclosed in the trust statement.

h. All fees are subject to change with 30 days advance written notice.

13. Disbursements from the Trust Sub Account

The TSA will be managed and administered for the sole benefit of each Trust Beneficiary, but the investments of the TSA may, in the sole discretion of the Trustee, be pooled with other Trust TSAs. Disbursements for any non-support items for the benefit of the 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 Beneficiary, but subject to the discretion of the Trustee. The Grantor recognizes that disbursements are discretionary by the Trustee.

Disbursement requests received after the death of the beneficiary cannot be paid. Therefore, prepayment of funeral and burial arrangements is recommended.

With this in mind, the Grantor expresses the following desires as to how funds in a Beneficiary's TSA might be used to improve the Beneficiary's quality of life. Please note that distributions will not be limited to only the items or services described below. Distributions may be made upon request on an as-needed basis. (This information is optional.)

_____

_____

_____

_____

14. 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, 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 is not 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 the Trustee nor FIG will be liable for any loss of benefits as long as the Trustee and FIG act in good faith.

d) The Parties acknowledge and agree that the Trustee, FIG and their officers, directors, advisory council, employees, agents and their heirs, legal representatives, successors and assigns (hereinafter referred to as "Qualified Persons") shall not 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 TSA for the Trust Beneficiary, the contribution is irrevocable. The Parties further acknowledge that after the funding of an TSA, 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.

15. Addendum or Addenda Attached

☐ Yes ☐ No Describe: _____

_____

16. 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 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.

17. 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 (2):

1. Sign _____
Print Name _____

2. Sign _____
Print Name _____

Grantor:

Sign _____
Print Name _____

Address _____
_____

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence **OR** ☐ online notarization on this _____ day of _____, 20 ___ by _____
who is ☐ personally known to me **OR** ☐ who provided _____ as identification.

Sign _____
Print _____
Notary Public, State of _____ (Seal)

Witnesses (2):

1. Sign _____
Print Name _____

2. Sign _____
Print Name _____

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

Sign _____
Print Name _____
Title _____
1024 Florida Central Pkwy
Longwood, FL 32750

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence **OR** ☐ online notarization on this _____ day of _____, 20 ___ by _____, _____
_____ of the ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc. a Florida non-profit corporation, on behalf of the corporation, who is ☐ personally known to me **OR** who provided _____ as identification.

Sign _____
Print _____
Notary Public, State of Florida (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. 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 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 preferably 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 TSA.

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. **"Investment Agent**" refers to the financial organization managing the assets in the TSA in accordance with federal and state law and providing investment advice.

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 TSA 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 Master Trust.

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

12. **"Remainder Amount"** means all of the remaining funds, if any, in a TSA of a deceased Trust Beneficiary.

13. **"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.

14. **"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.

15. **"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.

16. **"Trust" or "Master Trust"** refers to the Florida Public Guardianship Pooled Special Needs Trust dated March 29, 2006 created by the Foundation for Indigent Guardianship, Inc., a Non-Profit Corporation organized under the laws of the State of Florida as amended from time to time.

17. **"Trust Sub Account" or "TSA"** 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 TSA refers to the Trust Beneficiary's Trust Sub Account.

18. **"Trustee" or "Administrative 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.

19. **"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.