



The National Foundation for
Special Needs Integrity, Inc.
Pooled Special Needs Trust

A 501(c)(3) Not-for-Profit Corporation
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JOINDER AGREEMENT

This Joinder Agreement incorporates by reference as if fully set forth verbatim herein the NATIONAL FOUNDATION FOR SPECIAL NEEDS INTEGRITY THIRD-PARTY AND TESTAMENTARY TRUST FOR THE STATE OF INDIANA.

Although this Joinder Agreement uses informal language and has a conversational tone, it is a legal document that incorporates the Declaration of Trust sent to you along with this document. Please read this Joinder Agreement carefully before you sign it. It contains important information regarding the creation and usage of your trust and what happens to money left in the trust if there is any left when you pass away. You may wish to consult with an attorney before you sign this document.

I. DEFINITIONS:

- A.** “**Settlor**” shall mean The National Foundation for Special Needs Integrity, Inc.
- B.** “**Trustee**” shall mean The National Foundation for Special Needs Integrity, Inc. or its successor(s) in interest and capacity.
- C.** “**Donor**” shall mean a person, other than the Beneficiary, who funds a trust Sub-Account, or who from time to time may place his, her, or its funds into an individual Beneficiary’s trust sub-account. Donor and Beneficiary shall not be the same person, and assets funding or otherwise inuring to Beneficiary’s trust Sub-Account shall not be assets to which Beneficiary previously had legal ownership, an interest in ownership, or any other legally colorable claim in law or equity.
- D.** “**Beneficiary**” shall mean a person with a disability, as determined by the state of Indiana, on whose sole behalf an individual Sub-Account hereunder shall be administrated.
- E.** “**Remainder Beneficiary**” shall mean the person, persons, entity or entities designated by the Donor in the Joinder Agreement to whom all or a portion of the trust Sub-Account Remainder shall inure upon the death of the Beneficiary. The National Foundation for Special Needs Integrity may be named as a Remainder Beneficiary by the Donor. However, naming The National Foundation for Special Needs Integrity, Inc. as a Remainder Beneficiary shall not be required as a condition of enrollment hereunder. The naming of Remainder Beneficiaries shall be governed by Article Fourteen (14) hereinbelow.
- F.** “**State**” shall mean the State of Indiana. In particular, it shall mean the Indiana Family and Social Services Administration (FSSA).
- G.** “**Joinder Agreement**” shall mean the individual written agreement between the Trustee and each Donor, through which the Donor enrolls the Beneficiary into the Trust by establishing an individual Sub-Account on behalf of the Beneficiary.
- H.** “**Sub-Account**” or “**Individual Sub-Account**” shall mean the portion or percentage of the Trust Corpus that is established and managed individually for the benefit of the Beneficiary. These two terms may be used synonymously and interchangeably.
- I.** “**Trust Corpus**” and “**Trust Property**” shall mean the collective sum of all individual trust Sub-Accounts, pooled together for the purpose of custody, investment and management. These two terms may be used synonymously and interchangeably.

- J. “Means-Tested Benefits” and “Governmental Assistance”** shall mean any and all basic support, services, goods, medical care and attention, financial assistance, shelter or any other type of assistance administered and provided by any local, county, state or federal governmental agency, bureau; or subdivision or department thereof; to, or on behalf of, a Beneficiary. Such Means-Tested Benefits or Governmental Assistance shall include, but is not limited to, Medicaid, Home and Community Based Medicaid Waivered Services, Supplemental Security Income (SSI), and HUD/Section 8 Housing Assistance.
- K. “Supplemental”** shall be used to characterize payments made to, or on behalf of, an enrolled Beneficiary for the comfort, enjoyment, entertainment, or material enrichment of that Beneficiary that is not otherwise available to that Beneficiary through a Government Assistance program or agency.
- L. “Remainder”** shall mean the amount of money in an individual Sub-Account upon the death of the Beneficiary.
- M. “Individual Sub-Account Liaison (ISAL)”** shall mean the person or persons acting on behalf of the Beneficiary in a capacity that allows him, her, or them to assist the Beneficiary in communicating the Beneficiary’s circumstances, location, contact information, Governmental Assistance information, needs, desires, wishes, concerns, comments, and other matters to the Trustee. Additionally, the Individual Sub-Account Liaison (ISAL) shall assist the Trustee in delivering goods and services payable from the Sub-Account, in light of the fact that both federal and individual state statutes, regulations and guidelines prohibit the disbursement of cash money or cash equivalent directly to the Beneficiary.

Examples of ISALs include, but are not necessarily limited to, the Beneficiary’s legal representative, Social Security Representative Payee, parent, grandparent, adult child, adult grandchild, sibling, extended family member, trusted friend, attorney, advocate, guardian, conservator, or other interested person of the age of majority who is trustworthy and who is capable of competently communicating to the Trustee on behalf of the Beneficiary. Absent constructive or actual notice of carelessness, wanton behavior, fraud, intent to defraud or deceive, or other malfeasance or neglect on the part of the ISAL, Trustee shall have the authority reasonably to rely on representations made by the ISAL in evaluating the Beneficiary’s circumstances and shall not be liable to the Beneficiary for acts of malfeasance or neglect on the part of any ISAL.

Ordinarily, the ISAL should be a person or persons other than the Beneficiary. However, the Beneficiary may act as his or her own ISAL if the Beneficiary’s circumstances so warrant or when such an arrangement is otherwise necessary and/or advisable; provided, however, that the Trustee remains without the authority to

disburse cash or cash equivalent directly to the Beneficiary even when the Beneficiary acts as his or her own ISAL.

- N. **“Legal Representative”** shall have the same meaning as it has in the statutory, regulatory, and common law of the State, including the State’s Trust Code and Probate Code, and may include, but shall not necessarily be limited to, the Beneficiary’s legal or natural guardian, conservator, durable power of attorney, attorney-in-fact, legal counsel, a court of competent jurisdiction, or the State by and through an appropriate and duly authorized state agency.

II. DONOR INFORMATION--Tell Us About Yourself:

The DONOR(S) is/are the person or persons to who are or will be funding the trust.

A. Basic Information:

Name: _____

Address: _____

Telephone Number(s): (day) _____
(Include Area Code) (eve.) _____
(cell) _____

E-mail address: _____
(optional)

Birthday: ____/____/____ ____/____/____
(mm/dd/yyyy)

Social Security Number: ____-____-____ ____-____-____

Amount you are funding
(this can be an approximation if you are not certain): \$/% _____
(express in whole dollar amounts or percentage of estate)

B. Guardians and Legal Representatives of the Beneficiary:

If the Beneficiary is under 18 years of age, is a protected person under a Court ordered guardianship, or is otherwise incapacitated, please provide the name of the mother and father, legal guardian(s), Durable Power of Attorney (POA), or Representative Payee. If no legal guardian or representative payee, leave blank. If legal guardian is same as Donor(s), write "same":

Mother: _____

Father: _____

Guardian(s): _____

POA: _____

Rep. Payee: _____

Please provide the address and telephone number of any persons listed above in Section II.B if different from Donor(s).

C. About The Beneficiary:

Name: _____

Address: _____

Telephone Number(s): (day) _____
(Include Area Code)

(eve.) _____

(cell) _____

E-mail address: _____
(optional)

Birthday: ____/____/____
(mm/dd/yyyy)

Social Security
Number: _____-____-_____

Medicaid Card
Number: _____

Does the Beneficiary have an independent case manager? If so, please list his or her name, address and telephone number:

Name: _____

Address: _____

Telephone Number(s): _____
(Include Area Code)

We understand that the following questions may seem personal, but we need this information to learn how best to serve your needs and to help us get to know you a little better.

Please describe the Beneficiary's disability:

Has the Beneficiary been given a diagnosis by a physician? If so, what is the diagnosis?

What is the Beneficiary's current prognosis?

D. More About The Beneficiary--Benefits Received:

Please tell us all Governmental Assistance benefits that the Beneficiary currently receives by circling "Yes" or "No." We will list some of the more common benefits that people receive, but this list is not exhaustive. At the bottom of this section, you will be given space to include any type of Governmental Assistance that we have not listed. If you are not sure whether the Beneficiary receives a certain benefit, please include it anyway and indicate that you are not certain whether he or she receives this benefit or not.

MedicaidYes/No

Case Worker Info: *This is the government employee at the county office of the Indiana Family And Social Services Agency.*

Name: _____

Address: _____

Telephone: _____ (don't forget to include the area code)

Medicaid Waivered Services.....Yes/No
(Home or Community-Based Waiver Programs)

Case Worker Info: This person may be different from your contact at the Indiana Family And Social Services Agency.

Name: _____

Address: _____

Telephone: _____ (don't forget to include the area code)

Medicare.....Yes/No

SSI (Supplemental Security Income)..... Yes/No

How much per month? \$ _____

Case Worker Info: This is the government employee at the Social Security Administration SSI office.

Name: _____

Address: _____

Telephone: _____ (don't forget to include the area code)

SSDI (Social Security Disability Insurance).....Yes/No
(SSDI is based on yours or your parents' work record)

How much per month? \$ _____

Food Stamps..... Yes/No

Case Worker Info: *This is the government employee at the agency that provides your Food Stamps.*

Name: _____

Address: _____

Telephone: _____ (don't forget to include the area code)

HUD/Section 8..... Yes/No

Case Worker Info: *This is the contact person at the housing authority office that administers HUD/Section 8 benefits.*

Name: _____

Name of Housing Authority: _____

Address: _____

Telephone: _____ (don't forget to include the area code)

Other Benefits:

Please list any other federal or state programs that the Beneficiary receives that are administered by local (county) government, state government, or the federal government. These benefits may include Veterans Administration (VA) benefits, Railroad Retirement benefits, and Survivors' benefits. Please also provide dollar amounts, if applicable:

Please list any local, state or federal programs that the Beneficiary once received in the past, but no longer receives. If the Beneficiary has ever been denied assistance or has had assistance terminated, please indicate so and specify which benefit(s) were denied or terminated, and give the reason that they were denied or terminated:

E. Desired Trust Usage:

1. How long do you envision your trust Sub-Account lasting the Beneficiary?

2. It is our number one priority to help Beneficiaries use their trust Sub-Accounts to provide themselves the most comfortable and enjoyable material quality of life possible, while following the rules set forth by the federal government and the state of Indiana. In furtherance of that goal, we would like to hear what your ideas, expectations, and goals are. This will also help us get to know you and the Beneficiary better.

Please take the time to tell us how we might expect to be asked to use the Beneficiary's trust Sub-Account. It is our job to help Beneficiaries get what they need and want, paying close attention to the statutes and regulations that govern how special needs trust Sub-Accounts can and cannot be used under the laws of the state of Indiana.

Contact #1:

Name: _____

Address: _____

Telephone Number: (day) _____
(Include Area Code)

(eve.) _____

(cell) _____

E-mail address: _____
(optional)

Contact #2:

Name: _____

Address: _____

Telephone Number: (day) _____
(Include Area Code)

(eve.) _____

(cell) _____

E-mail address: _____
(optional)

III. FEES:

Although we are a 501(c)(3) Not-for-Profit organization, we still must charge a fee for our services. We want you to feel comfortable with us, so we want you to understand how your fees are put to use. With your fees, we pay our rent, salaries and health insurance for our employees, utility bills, office equipment, and everything else required for a business to operate. If you have any questions whatsoever about our fees and how we use the money, please give us a call. We also encourage you to compare our fees with other national pooled trusts or private attorneys and bank trust departments.

We charge two separate fees. The first fee is our **Enrollment Fee**. This is a one-time only fee that we charge when you first establish the Beneficiary's Sub-Account with us. You will pay that fee once and then never again. This fee is \$950.00

The second fee is an **Annual Fee** that is assessed against the balance of your trust Sub-Account at the same time each year. This fee covers the day-to-day administration of the trust Sub-Account-including the processing of Disbursement Requests, making disbursements, and general account management, etc. This fee is 1.5% of the trust Sub-Account balance once it has been funded.

C. Additional Fees:

We want to assure you that The Foundation does not charge any “fine print” fees associated with the services we provide. For example, there are never any “hourly fees” for research or time spent on a Beneficiary’s file. We will never charge a “surcharge” per transaction or disbursement. However, there may be occasions where we will charge a Sub-Account for additional services should they become necessary or advisable. Also, there may be charges for the checks used to draft from a specific sub-account, as well as asset management fees charged by the asset custodian. There may also be a small charge for the preparation of tax documents, such as the IRS Form 1041 and the Indiana Form IT-41. Other additional expenses may include costs for professional fees for attorneys, life plan advisors, case managers, care coordinators, etc. These other additional fees are rare and occur only in extraordinary circumstances.

IV. REMAINDER/RESIDUAL BENEFICIARIES:

Please tell us below to whom you would like us to pay out the Remainder of the trust Sub-Account if there is any money remaining upon the death of the Beneficiary. This can include The National Foundation for Special Needs Integrity, Inc. We ask that you consider leaving a portion of the Remainder to The National Foundation for Special Needs Integrity so that we can continue to fulfill our charitable purpose. However, leaving The Foundation a Remainder share is not required and is wholly voluntary.

Remainder/Residual Beneficiary #1:

Name: _____

Address: _____

Telephone Number: _____
(Include Area Code)

Percentage: _____%

Remainder/Residual Beneficiary #2:

Name: _____

Address: _____

Telephone Number: _____
(Include Area Code)

Percentage: _____ %

Remainder/Residual Beneficiary #3:

Name: _____

Address: _____

Telephone Number: _____
(Include Area Code)

Percentage: _____ %

If you name more than one Remainder/Residual Beneficiary, please check to make sure the percentages add up to 100%.

Any Remainder shares for a Remainder/Residual Beneficiary named in this section who does not survive the Beneficiary will lapse and be distributed in equal shares to all other named Contingent/Remainder/Residual Beneficiaries. If you do not name a Remainder/Residual Beneficiary, any remaining amount will be retained by The National Foundation for Special Needs Integrity.

VI. SOLE BENEFIT:

The Donor hereby recognizes that the Beneficiary’s trust Sub-Account is to be used for his or her sole benefit, and cannot be used for the primary benefit of persons other than the Beneficiary.

VII. TRUSTEE'S SOLE DISCRETION:

Donor hereby acknowledges that all disbursements from the Beneficiary's trust Sub-Account shall be made, or be refused to be made, at the sole, absolute and unqualified discretion of the Trustee. However, in making disbursements, Trustee shall have an affirmative duty of loyalty to the Beneficiary and shall have an affirmative duty to make any and all reasonable efforts to effectuate the purpose of the Trust, which is to assist the Beneficiary in procuring the most enjoyable and comfortable material quality of life possible within the bounds of all applicable federal and state statutes, regulations and guidelines.

VIII. BENEFICIARY'S DUTY TO INFORM TRUSTEE OF BENEFITS RECEIVED:

Donor hereby acknowledges Beneficiary's or Beneficiary's legal representative's ongoing duty to notify the Trustee of any and all Means-Tested Benefits received by the Beneficiary from any local, state or federal government agency. Beneficiary or Beneficiary's legal representative shall notify Trustee in writing, via certified United States Mail, return receipt requested, when any of the following events occur:

- A. Beneficiary applies for Governmental Assistance;
- B. Beneficiary's application for Governmental Assistance has been approved;
- C. Beneficiary's application for Governmental Assistance has been denied; or
- D. any one of Beneficiary's Governmental Assistance benefits has been terminated, for any reason. In such case, Beneficiary shall also provide the reason therefor.

The National Foundation for Special Needs Integrity, Inc. and any Co-Trustee(s) will not be liable for the reduction or destruction of the Beneficiary's eligibility for his or her Means-Tested Governmental Assistance as a result of any disbursement from the Beneficiary's trust Sub-Account if the Beneficiary or Beneficiary's legal representative fails to notify the Trustee of his or her receipt of such Governmental Assistance before or at the time that such disbursement is made.

IX. MISCELLANEOUS PROVISIONS:

A. Amendments:

The provisions of this Joinder Agreement may be amended only in accordance with Section 15.5 of the Declaration of Trust incorporated by reference herein. Under no circumstances shall this Joinder Agreement be amended by any party thereto in such a manner that would:

- 1. defeat the purpose and intent of this Joinder Agreement or the Trust Document that it incorporates;
- 2. cause any of the trust property in the Beneficiary's Sub-Account to be deemed revocable or otherwise available to him or her; or

3. otherwise be contrary to any local, state or federal law.

B. Agreement Constitutes Entire Understanding:

This Joinder Agreement, and the Declaration of Trust which it incorporates by reference, constitutes the entire agreement between all parties. No representations have been made by any party that are not expressly contained in writing in this Joinder Agreement or the incorporated Declaration of Trust.

C. Severability:

Any article, section, clause, or provision contained herein this Joinder Agreement that is adjudicated, ruled, deemed, or otherwise declared to be invalid, void, voidable or otherwise unenforceable under the laws of any jurisdiction under which the terms of the Joinder Agreement are or are sought to be executed shall be deemed void and inoperative, but such voidance and/or inoperation of any single article, section, clause or provision contained herein shall not invalidate any other article, section, clause, or provision elsewhere in this Joinder Agreement.

D. Rules of Construction:

By entering into the Joinder Agreement, the Trustee hereby express its good-faith intent fully to comply with all applicable laws of the United States and the state of Indiana.

To that end, any ambiguities in this Joinder Agreement or the Declaration of Trust incorporated herein, or between this Joinder Agreement and the Declaration of Trust incorporated herein shall be construed as broadly as possible so as to give full deference to all applicable statutes, regulations, guidelines, and common law rulings and to carry out the intent of this Joinder Agreement and Declaration of Trust that it incorporates, which is to provide the Beneficiary with the highest possible material quality of life while maintaining full eligibility for any and all Means-Tested Benefits for which the Beneficiary may receive or may in the future receive.

E. Taxes:

The Beneficiary is encouraged to seek independent advice from a qualified accountant, tax attorney, or other tax professional.

Donor hereby acknowledges that The National Foundation for Special Needs Integrity, Inc. has advised him or her that any contribution to the Beneficiary's trust Sub-Account is not deductible as a charitable gift or otherwise.

IN WITNESS WHEREOF, the undersigned Donor has signed this Joinder Agreement on this ____ day of _____, 20____.

DONOR’S SIGNATURE:

I, the undersigned Donor or the Donor’s legal representative, hereby acknowledge that I have read and understand the foregoing provisions of this Joinder Agreement and the Declaration of Trust that it incorporates by reference. I understand that I may present this document to my private attorney for consultation prior to my signing. Having read and understood all of the above, I now sign below:

X _____
Signature(s) of Donor (s) [or legal representative(s)]

X _____
Date

X _____
Print Donor’s Name(s)

OFFICE USE ONLY: DO NOT WRITE BELOW THIS LINE

ACCEPTED BY The National Foundation for Special Needs Integrity, Inc., AS TRUSTEE:

By: _____

Print Name Here

Title

Date

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