



— THE NATIONAL FOUNDATION FOR —  
**SPECIAL NEEDS INTEGRITY, INC.**  
— Special Needs Trust —

A 501(c)(3) Not-for-Profit Corporation  
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Indianapolis, IN 46256  
(317) 841-8795  
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[www.specialneedsintegrity.org](http://www.specialneedsintegrity.org)

## JOINDER AGREEMENT

This Joinder Agreement incorporates by reference the NATIONAL FOUNDATION FOR SPECIAL NEEDS INTEGRITY COMMUNITY TRUST FOR THE STATE OF GEORGIA.

*Although this document uses informal language and has a conversational tone, it is a legal document and incorporates the Declaration of Trust named above. Please read this Joinder Agreement carefully before you sign it. You may wish to consult with an attorney before you sign this document.*

### **I. DONOR/BENEFICIARY INFORMATION--Tell Us About Yourself:**

*The Donor is the person to whom the money funding the trust belongs. In the case of a self-settled trust pursuant to 42 U.S.C. §1396p(d)(4)(C), Donor and Life Beneficiary shall be the same person.*

#### **A. Source of Funding:**

Please indicate the source of the money that will fund the Life Beneficiary's trust Sub-Account by indicating the following:

1. \_\_\_\_\_ The money funding the trust Sub-Account arises from litigation, where the cause of action giving rise to the litigation or settlement belongs to the Life Beneficiary
2. \_\_\_\_\_ The money funding the trust Sub-Account arises from back lump-sum payments from the United States Social Security

Administration or other public benefits agency, wherein the money belongs to the Life Beneficiary.

3. \_\_\_\_\_ The money funding the trust Sub-Account arises from an unexpected inheritance or life insurance death benefit, wherein the Life Beneficiary is the owner of the money immediately prior to the funding of the Life Beneficiary's trust Sub-Account.
4. \_\_\_\_\_ The money funding the trust Sub-Account belongs to the Life Beneficiary's spouse.
5. \_\_\_\_\_ The money funding the trust Sub-Account is third-party money, meaning that the owner of the money being placed into trust is SOMEONE OTHER THAN the life Beneficiary or the Life Beneficiary's Spouse.

**B. Amount of Funding:**

Please indicate the total amount of assets to be placed into the Life Beneficiary's trust Sub-Account:

\$ \_\_\_\_\_

**C. DONOR Basic Information (may be same as Life Beneficiary):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (day) \_\_\_\_\_  
(Include Area Code)

(eve.) \_\_\_\_\_

(cell) \_\_\_\_\_

E-mail address: \_\_\_\_\_  
(optional)

Birthdate: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(mm/dd/yyyy)

Social Security  
Number: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Medicaid Card  
Number: \_\_\_\_\_

**D. LIFE BENEFICIARY Basic Information (may be same as Donor):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (day) \_\_\_\_\_  
(Include Area Code)  
(eve.) \_\_\_\_\_  
(cell) \_\_\_\_\_

E-mail address:  
(optional) \_\_\_\_\_

Birthday: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(mm/dd/yyyy)

Social Security  
Number: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Medicaid Card  
Number: \_\_\_\_\_

**II. CO-TRUSTEE, SUCCESSOR CO-TRUSTEE  
and LEGAL REPRESENTATIVE Basic Information:**

**A. CO-TRUSTEE Basic Information:**

*Pursuant to O.C.G.A. §301-10—6(b)(3), you must name a Co-Trustee, who will act in an advisory capacity to work with the Board of Trustees of The National Foundation for Special Needs Integrity on behalf of the Life Beneficiary.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: (day) \_\_\_\_\_

(Include Area Code)

(eve.) \_\_\_\_\_

(cell) \_\_\_\_\_

E-mail address: \_\_\_\_\_

(optional)

Birthday: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

(mm/dd/yyyy)

**B. SUCCESSOR CO-TRUSTEE Basic Information:**

*Please name a Successor Co-Trustee who will serve in the case that the Co-Trustee resigns or is no longer able to serve.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: (day) \_\_\_\_\_

(Include Area Code)

(eve.) \_\_\_\_\_

(cell) \_\_\_\_\_

E-mail address: \_\_\_\_\_

(optional)

Birthday: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**C. LEGAL REPRESENTATIVE Basic Information:**

*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. This person may be the same person as the CO-Trustee, or may not.*

Mother: \_\_\_\_\_

Father: \_\_\_\_\_

Guardian(s): \_\_\_\_\_

POA: \_\_\_\_\_

Rep. Payee: \_\_\_\_\_

Please provide the address and telephone number of any persons listed above in Section II.B.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. MORE ABOUT THE LIFE BENEFICIARY:**

**A. Current status:**

*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 your disability:

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Have you been given a diagnosis by a physician? If so, what is the diagnosis?

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What is your current prognosis?

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Are you a litigant in a personal injury lawsuit or settlement (**not** a class action or mass tort lawsuit or settlement)? ..... **Yes/No**

\* If so, who is the law firm or attorney who represented you?

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Are you a member of a Class Action lawsuit? ..... **Yes/No**

\* If so, what is the name of the lawsuit? (i.e., Zyprexa, Vioxx, Seroquel, Fen Phen, Asbestos, etc.)

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\* If so, what is the name of the law firm or attorney who represented you in the lawsuit?

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If you know the name of any settlement firm who assisted you and/or your law firm or attorney in procuring and administering your settlement, please tell us the name of that attorney or settlement law firm:

\_\_\_\_\_

**B. Benefits Received by Life Beneficiary:**

Please tell us all Governmental Assistance benefits you receive 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 you receive a certain benefit, please include it anyway and indicate that you are not certain whether you receive this benefit or not.

**Medicaid .....Yes/No**

Case Worker Info: *This is the government employee who is your contact at the office of the Georgia Department of Community Health, not your independent case worker, case manager, etc.:*

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 Georgia Department of Community Health.

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 who is your contact at the Social Security Administration SSI office, not your independent case worker, case manager, etc.:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

**SSDI (Social Security Disability Insurance).....Yes/No**  
**(SSDI is based on your work record)**

How much per month? \$ \_\_\_\_\_



**Food Stamps..... Yes/No**

Case Worker Info: This is the government employee who is your contact at the agency that provides your Food Stamps, not your independent case worker, case manager, etc.:

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 your 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 you receive that are administered by your local (county) government, your 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 you once received in the past, but no longer receive. If you have ever been denied assistance or have 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:

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**C. Desired Trust Usage:**

1. How long do you envision the Life Beneficiary's trust Sub-Account lasting?

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2. It is our number one priority to help you use your trust Sub-Account to provide for yourself the most comfortable and enjoyable material quality of life possible, while following the rules set forth by the federal government and the state of Georgia. 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 better.

Please take the time to tell us how you might plan to use your trust Sub-Account. It is our job to help you get what you need and want, paying close attention to the statutes and regulations that govern how you can and cannot use your trust so that we preserve your valuable Governmental Assistance benefits and maintain adherence to the laws governing your settlement and trust.

If you don't know how you might use your trust Sub-Account, that's okay. Just say so. Please understand that we ask you this question simply to get to know you better. *The laws of the state of Georgia affecting how you can and cannot use your trust Sub-Account will dictate whether or not we ultimately are able to make a disbursement from your Sub-Account on any particular occasion.*

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**IV. 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 your Sub-Account with us. You will pay that fee once and then never again. We will deduct this fee from the money that is initially sent to us. There is no need to write a separate check. 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 your trust Sub-Account including the processing of Disbursement Requests, making disbursements, and general account management, etc. Like the Enrollment Fee, this fee is assessed automatically. There is never a need for you to send us any money out-of-pocket.

**A. Enrollment Fee (One-Time Only):**

1. Sub-Accounts funded at or under \$2,500 will be free of charge.\*
2. Sub-Accounts funded between \$2,501 and \$5,000 will have an Enrollment Fee of \$275.
3. Sub-Accounts funded between \$5,001 and \$10,000 will have an Enrollment Fee of \$795.
4. Sub-Accounts funded between \$10,001 and \$20,000 will have an Enrollment Fee of \$1,100.
5. Sub-Accounts funded between \$20,001 and \$40,000 will have an Enrollment Fee of \$1,700.
6. Sub-Accounts funded over \$40,000 will have an Enrollment Fee of \$2,000.

*\* If your Sub-Account is less than \$2,500, then we will also waive the Annual Fee. Therefore, if you are funding your Sub-Account with less than \$2,500, your trust is a free public service provided to you at no charge. You will receive all the services, care, and attention that other Beneficiaries receive. We simply will not charge you for any of them. Trust Sub-Accounts that are initially funded under \$2,500, but for which additional funding is expected, will be charged in accordance with the total amount of funding expected. When calculating fees, we will round up or down to the nearest whole dollar amount.*

**B. Annual Fee:**

Each year at the same time, we will charge an annual fee of **1.5%** (one point five percent) against the balance of your Sub-Account (unless your sub-account is less than \$2,500 [see \* above]).

**C. Additional Fees:**

We want to assure you that Special Needs Integrity 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 a trust Sub-Account may incur additional expenses from third-party providers of goods and services should the acquisition of such goods or services become necessary or advisable. For example, there may be a charge to purchase the checks that are used to draft from a specific sub-account, as well as asset management fees charged by the asset custodian or administration consultant (which may be up to, but no more than, 1.5%). Other additional expenses may include costs for professional fees for attorneys, life plan advisors, case managers, care coordinators, etc. These expenses from third-party vendors are rare and occur only in extraordinary circumstances.

**V. DISTRIBUTIONS UPON THE DEATH OF THE LIFE BENEFICIARY IF FUNDED BY MONEY BELONGING TO LIFE BENEFICIARY:**

If the trust Sub-Account was funded with assets belonging to the Life Beneficiary or the Life Beneficiary’s spouse, then neither the Life Beneficiary nor the Life Beneficiary’s spouse may serve as Co-Trustee hereunder. Funds remaining in the life beneficiary’s account upon the death of the Life Beneficiary shall be subject to the state reimbursement requirements of federal laws governing community trusts, including paragraph (4) of subsection (d) of 42 U.S.C. §1396p as applied by the state under which the Life Beneficiary was residing from whom the Life Beneficiary was receiving benefits at the time of death, as well as any other states or commonwealths that provided benefits to the Life Beneficiary in the past, in those states’ or commonwealths’ pro-rata share, based on the proportionate value of medical assistance provided by each state or commonwealth.

If any assets remaining are not forwarded to the Georgia Department of Community Health for any reason, then said assets shall be retained by the Successor Trust, which shall be administered in strict accordance with O.C.G.A. §30-10-2(7) and O.C.G.A. §30-10-6(10), and which shall meet all the requirements of a community trust, pursuant to O.C.G.A. §30-10-2(7)(B), provided that the value of the assets remaining at the death of the Beneficiary that are placed in a Successor Trust pursuant to O.C.G.A. §30-10-6(b) shall not exceed fifty percent (50%) of the total value of the assets remaining in the trust at the death of the Life Beneficiary. The remaining fifty percent (50%) shall be forwarded to the Georgia Department of Community

Health (and any other state Medicaid agency that may be entitled to reimbursement in its pro-rata share) up to the full amount that the Georgia Department of Community Health (and any other state Medicaid agency that may be entitled to reimbursement in its pro-rata share) has made on behalf of the Life Beneficiary during the Life Beneficiary's lifetime, both before and after the creation of this trust.

If any assets remain after The Georgia Department of Community Health (and any other state Medicaid agency that may be entitled to reimbursement) has been reimbursed in full for expenditures made on behalf of the Life Beneficiary during the Life Beneficiary's lifetime, both before and after the creation of this trust, then said remaining assets shall be distributed as follows:

**Contingent/Remainder/Residual Beneficiary #1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Include Area Code)

Percentage: \_\_\_\_\_%

**Contingent/Remainder/Residual Beneficiary #2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Include Area Code)

Percentage: \_\_\_\_\_%

**Contingent/Remainder/Residual Beneficiary #3:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Include Area Code)

Percentage: \_\_\_\_\_%

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

*Any Remainder shares for a Contingent/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 no Contingent/Remainder/Residual Beneficiaries are named, then any assets remaining after The Georgia Department of Community Health (and any other state Medicaid agency that may be entitled to reimbursement) has been reimbursed in full for expenditure made on behalf of the Beneficiary during the Beneficiary's lifetime, both before and after the creation of this trust, then said remaining assets shall be placed into the Successor Trust.*

**VI. DISTRIBUTIONS UPON THE DEATH OF THE LIFE BENEFICIARY IF FUNDED BY MONEY BELONGING TO SOMEONE OTHER THAN LIFE BENEFICIARY OR LIFE BENEFICIARY'S SPOUSE:**

If the assets used to fund a trust Sub-Account do not belong to the Life Beneficiary, but instead belong to a third-party other than the life Beneficiary's spouse, then trust assets are not subject to the state reimbursement requirements of federal laws governing community trusts, including paragraph (4) of subsection (d) of 42 U.S.C. §1396p and O.C.G.A. §30-10. Accordingly, please tell us how you would like us to distribute remaining assets upon the death of the Life Beneficiary. This section will not apply if assets being used to fund the trust Sub-Account are assets awarded to the Life Beneficiary as a result of litigation or settlement arising from any type of personal injury, medical malpractice, pharmaceutical negligence, mass tort (class action) or other type of tort-oriented litigation.

**Remainder Beneficiary #1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Include Area Code)

Percentage: \_\_\_\_\_%

**Remainder Beneficiary #2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Include Area Code)

Percentage: \_\_\_\_\_%

**Remainder Beneficiary #3:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Include Area Code)

Percentage: \_\_\_\_\_%

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

*Any Remainder shares for a Remainder Beneficiary named in this section who does not survive the Beneficiary will lapse and be distributed in equal shares to all other named Remainder Beneficiaries.*

*If no Remainder Beneficiaries are named, then any assets remaining shall be placed into the Successor Trust.*

**VII. SOLE BENEFIT:**

The Grantor/Beneficiary hereby recognizes that his or her trust Sub-Account is to be used for his or her sole benefit, in accordance with federal law, the law of the state of Georgia, and guidelines promulgated by the Center for Medicaid and Medicare Services, including Transmittal Number 64.

**VIII. TRUSTEE'S SOLE DISCRETION:**

Grantor/Beneficiary hereby acknowledges that all disbursements from his or her 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. To that end, Trustee shall rely on input from the Co-Trustee and may conclusively rely on representations made by Co-Trustee regarding the advisability of disbursements made or not to be made on behalf of the Life Beneficiary and current benefits received by the Life Beneficiary. However, Co-Trustee shall serve in advisory capacity only.

**IX. DUTY TO INFORM TRUSTEE OF BENEFITS RECEIVED:**

Life Beneficiary/Donor/Co-Trustee hereby acknowledges the duty to notify the Trustee of any and all Means-Tested Benefits received by Life Beneficiary from any local, state or federal government agency. Life Beneficiary and/or Donor and/or Co-Trustee 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 Life 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 Life Beneficiary and/or Donor and/or Co-Trustee fails to notify the Trustee of his or her receipt of such Governmental Assistance before or at the time that such disbursement is made.



**X. MISCELLANEOUS PROVISIONS:**

**A. Amendments:**

The provisions of this Joinder Agreement may be amended only to the extent necessary to:

1. comply with any changes in the law and/or the individual policy of any state or federal agency governing the use of the Life Beneficiary's trust Sub-Account;
2. continue to effectuate the purpose of the Joinder Agreement or the Declaration of trust that it incorporates;
3. facilitate and/or expedite administration of the trust; or
4. make corrections to portions of the Joinder Agreement which may be deemed confusing or ambiguous.

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 and the Grantor/Beneficiary hereby express their good-faith intent fully to comply with 42 U.S.C. §1396p(d)(4)(C); O.C.G.A §30-10; and the Social Security Administration's Social Security Policy Operation Manual (P.O.M.S.) SI 01120.203.

Further, the Trustee and the Grantor/Beneficiary hereby express their good-faith intent fully to comply with any and all state statutes and/or regulations promulgated by the state of Georgia; specifically, the Georgia Department of Human Services, or where the Beneficiary shall in the future reside and receive benefits.

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 Grantor/Beneficiary may receive or may in the future receive.

**E. Taxes:**

The Donor 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 Life Beneficiary's trust Sub-Account is not deductible as a charitable gift or otherwise.

Trust Sub-Account income may be taxable to the Life Beneficiary and/or the Life Beneficiary's trust Sub-Account. Such taxes may be paid from the Life Beneficiary's trust Sub-Account. Trustee is not responsible for preparing and filing tax returns on behalf of the Life Beneficiary. However, Trustee may employ the services of third-party agents in pursuit of tax return preparation and filing and, if Trustee elects to do so, charges and fees for such services may be paid for from the Life Beneficiary's trust Sub-Account.

**F. Incorporation by Reference of Declaration of Trust**

The Donor hereby recognizes and acknowledges that this Joinder Agreement incorporates by reference in its entirety The National Foundation for Special Needs Integrity Declaration of Community Trust for The State of Georgia and, upon execution of this Joinder Agreement, all terms and conditions, and duties and limitations of The National Foundation for Special Needs Integrity Declaration of Community Trust for The State of Georgia shall apply to this document and the Grantor/Beneficiary herein shall be bound thereby. To the extent that any portion of this Joinder agreement is in irreconcilable conflict with any portion of The National Foundation for Special Needs Integrity Declaration of Community Trust for The State of Georgia, then the

terms, conditions, duties and limitations of The National Foundation for Special Needs Integrity Declaration of Community Trust for The State of Georgia shall control.

**G. No Legal Advice Given by Trustee:**

Donor hereby recognizes and acknowledges and has been advised that Trustee herein is not engaged in the practice of law in the state of Georgia and does not hold itself out as such. Donor acknowledges that he or she has not been provided with legal advice by The National Foundation for Special Needs Integrity, Inc. and understands that he or she is encouraged to seek independent legal advice before executing this document.

**H. Acknowledgement of O.C.G.A. §30-10-8:**

Pursuant to O.C.G.A. §30-10-8, no Trustee, Co-Trustee, Successor Trustee or Successor Co-Trustee serving pursuant to O.C.G.A. §30-10 shall at any time be liable for any mistake of law or fact, or of both law and fact, or errors of judgment, or for any loss sustained by The National Foundation for Special Needs Integrity Community Trust for The State of Georgia, or by any Life Beneficiary, or by any other person, except through actual fraud or willful misconduct on the part of such Trustee, Co-Trustee, Successor Trustee or Successor Co-Trustee.

Donor and/or Life Beneficiary and/or Co-Trustee hereby recognize and acknowledge that the federal and state laws may be unsettled regarding certain issues affecting the administration of the Declaration of Trust and the Life Beneficiary's trust Sub-Account. Donor, Life Beneficiary and Co-Trustee agree and acknowledges that Trustee and/or Co-Trustee(s) shall not be liable for making a disbursement or refusing to make a disbursement based on a good faith interpretation of the statutes, regulations, guidelines, common law, or other rules in the Beneficiary's state. Donor/Life Beneficiary recognizes and understands that different government personnel may interpret the laws and/or guidelines of the state in an unexpected manner and that there is little or no precedent regarding many issues affecting special needs trust administration in many states. To that end, Donor/ Life Beneficiary holds harmless Trustee and Co-Trustee(s) for acts of administration made in good faith and that are reasonably calculated to comply with the law of Donor/Life Beneficiary's state and/or federal law or a reasonable and customary interpretation thereof.

**I. Donors/Life Beneficiaries Age 65 And Over**

To the extent that the state of Georgia may impose a transfer penalty against persons age 65 years and over who participate in a pooled trust established pursuant to 42 U.S.C §1396p(d)(4)(C) and who subsequently apply for long-term institutionalized care, home and community-based services, or other Medicaid-based services within a certain period of time (commonly referred to as the "look-back period"), Trustee and Co-Trustee(s), if any, shall not be responsible for any penalty period or other sanction, immediate or future, that may be imposed upon Grantor/Beneficiary by virtue of enrolling in and funding this pooled trust.

Grantors/Beneficiaries aged 65 years and over are strongly encouraged to consult with private counsel prior to funding this or any other pooled special needs trust to determine whether or not the state of Georgia Department of Community Health will or may impose a transfer

penalty upon the application of Medicaid for the purpose of paying for long-term institutionalized care, nursing home care, home and community-based services, or other Medicaid-based services within the federally prescribed “look-back period.” The National Foundation for Special Needs Integrity cannot provide counsel in this regard and does not express any opinion as to whether a person 65 years of age or older should or should not fund a self-settled pooled special needs trust.

**IN WITNESS WHEREOF**, the undersigned Donor/Life Beneficiary has signed this Joinder Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DONOR’S SIGNATURE:**

*I, the undersigned Donor/Life Beneficiary, 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, including the provisions relating to Medicaid reimbursement, funding a pooled special needs trust aged 65 or over, The Uniform Prudent Investor Act, my duty to inform the Trustee of all Governmental Assistance benefits I receive or may in the future receive, and the Trustee’s fee policy. 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:*

\_\_\_\_\_  
Signature of Donor/Life Beneficiary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Donor’s/Life Beneficiary’s name here

**\*\*OFFICE USE ONLY. DO NOT WRITE BELOW THIS LINE\*\***

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

By: \_\_\_\_\_  
Joinder Agreement Accepted by

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Title

Accepted on This Date: \_\_\_\_\_

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