



— THE NATIONAL FOUNDATION FOR —
SPECIAL NEEDS INTEGRITY, INC.
— *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 POOLED TRUST FOR THE STATE OF TEXAS.

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.

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:

Mother: _____

Father: _____

Guardian(s): _____

POA: _____

Rep. Payee: _____

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

C. More About The Beneficiary:

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 in your own words:

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

What is your current prognosis?

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?

Are you a member of a **class action** lawsuit? *Yes/No*

* If so, what is the name of the lawsuit?
(i.e., *Avandia, Vioxx, Seroquel, Mesothelioma, Tobacco, Yaz*, etc.)

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

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:

Benefits Received:

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.

MedicaidYes/No

Case Worker Info:

This is the government employee who is your contact at your local Medicaid Agency, 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 your local Medicaid 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 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? \$ _____

FoodStamps..... 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:

E. Desired Trust Usage:

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

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 your state. 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 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.*

F. Personal Contact Other Than Beneficiary:

Most Beneficiaries are more than capable of communicating their own needs and desires to us. However, some are not. In any event, we want you to tell us the name, address and phone number of at least one person other than yourself whom we can call to request additional information regarding a Disbursement Request, etc. We refer to this person as an Individual Sub-Account Liaison, or (ISAL) (see the Definitions Section). We will not contact that person unless we have a legitimate reason and we will not share any more information with that person than is necessary to complete the disbursement request or solve the problem at hand (such as finding you if you move without notifying us, etc.). If you do not want us to communicate any information about your Sub-Account with any other person, simply mark through this section with a pen, diagonally from the

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 your Sub-Account with us. You'll 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 down to the nearest whole dollar amount. Trust Sub-Accounts funded with structured settlements will be charged fees in accordance with the total amount of money that will be directed to the account per the terms of the settlement structure.*

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.

IV. DISTRIBUTIONS UPON THE DEATH OF THE GRANTOR/BENEFICIARY:

Section 14.1: Compliance with 1 Texas Admin. Code 15D §358.147(f)(2)
and 42 USC §1396p(d)(4)(C)

Upon the actual death of the Beneficiary, the termination of the trust shall be governed by 42 U.S.C. §1396p(d)(4)(C), SSI P.O.M.S. SI §01120.203.B.2.g, and SSI P.O.M.S. SI §01120.203.B.3. Accordingly, to the extent that assets are not retained by the trust, the state of Texas, by and through the Texas Health and Human Services Commission (and any other state in its proportionate share as set forth below) shall be first payee up to the full amount that the Texas Health and Human Services Commission has spent on behalf of the Beneficiary during the Beneficiary’s entire lifetime, both before and after the creation of this trust, and shall have priority of payment over any other debts and administrative expenses, except those listed in SSA P.O.M.S. SSI SI §01120.203.B.3.a; provided, however, that the trust shall not retain more than fifty percent (50%) of any assets remaining in the Beneficiary’s trust Sub-Account upon the death of the individual Beneficiary. Any assets retained by the trust pursuant to 42 U.S.C. §1396p(d)(4)(C) shall be used for the direct or indirect benefit of other beneficiaries of the trust; to add disabled persons, as defined in 42 U.S.C. §1382(c)(a)(3), who are indigent, as Beneficiaries of the trust; or to provide disabled persons, as defined in 42 U.S.C. §1382(c)(a)(3), with equipment, medication, or other such services deemed suitable for such persons by the trustee.

Section 14.2: Multiple Medicaid Agencies to Be Reimbursed Proportionately

If the Beneficiary has received Medicaid benefits in more than one state, each state that has provided benefits shall be repaid, subject to Section 14.1 of the accompanying Declaration of Trust. If there is an insufficient amount left in the Beneficiary's Sub-Account upon his or her death to cover all benefits paid from all states, then each state shall be paid its proportionate share of the amount remaining in the Beneficiary's Sub-Account at the time of his or her death, based on the monetary value of the support provided by each state, subject to Section 14.1 of the accompanying Declaration of Trust.

Section 14.3: Secondary Remainder Beneficiaries Named in Joinder Agreement

To the extent that the Trustee has elected not to retain the Remainder into the Trust upon the death of the Beneficiary, if any amounts remain after the state of Texas by and through the Texas Health and Human Services Commission (and any other state that may receive proportionate reimbursement pursuant to Section 14.2 of the accompanying Declaration of Trust) has been reimbursed in full, as described above, the remaining amounts shall be distributed in accordance with the Joinder Agreement under which the Beneficiary has enrolled in the pooled trust.

V. CONTINGENT/REMAINDER/RESIDUAL BENEFICIARIES:

Please tell us below to whom you would like us to pay out the Remainder of your trust Sub-Account should there be any money left after all appropriate state Medicaid agencies have been reimbursed for the Medicaid services it has rendered to you during your lifetime. *This person can be an individual person, such as a family member; or an organization, such as a favorite church or charity.*

You must name a specific individual person or entity (such as a specific charity, specific church, specific company, etc.). Please do not list "heirs at law" or "my estate." Listing "heirs at law" or "my estate" will not work and may result in the Social Security Administration counting your trust as a resource.

Contingent/Remainder/Residual Beneficiary #1:

Name: _____

Address: _____

Telephone Number: (Primary) () _____ - _____

(Alternate.) () _____ - _____

Percentage: _____% Relationship to Beneficiary _____

Contingent/Remainder/Residual Beneficiary #2:

Name: _____

Address: _____

Telephone Number: (Primary) () _____ - _____

(Alternate.) () _____ - _____

Percentage: _____% Relationship to Beneficiary _____

Contingent/Remainder/Residual Beneficiary #3:

Name: _____

Address: _____

Telephone Number: (Primary) () _____ - _____

(Alternate) () _____ - _____

Percentage: _____% Relationship to Beneficiary _____

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, said shares, if any, will be retained by the trust.

VI. 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 and state law and guidelines promulgated by the Center for Medicaid and Medicare Services, including Transmittal Number 64.

VII. 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.

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

Beneficiary hereby acknowledges his or her duty to notify the Trustee of any and all Means-Tested Benefits received by him or her from any local, state or federal government agency. Beneficiary 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;
- D. Beneficiary moves his or her primary residence from one state to another; or
- E. 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 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 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 Grantor/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 valid 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 avoidance 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) 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 valid state statutes and/or regulations.

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

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

Trust Sub-Account income may be taxable to the Grantor/Beneficiary and/or the Beneficiary's trust Sub-Account. Such taxes may be paid from the Grantor/Beneficiary's trust Sub-Account.

F. Grantor/Beneficiaries age 65 years and over:

To the extent that your state Medicaid agency may impose a transfer penalty upon 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 or home and community-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 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 encouraged to consult with private counsel prior to funding this or any other pooled special needs trust to determine whether or not their state or commonwealth may impose a transfer penalty upon the application of Medicaid for the purpose of paying for long-term institutionalized care, nursing home care, or home and community-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.

GRANTOR’S SIGNATURE:

I, the undersigned Grantor/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 self-settled pooled special needs trust by a person 65 years of age or older, 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 Grantor/Beneficiary

Date

Print Grantor’s/Beneficiary’s name here

****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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