



**Pooled Special Needs Trust Joinder Agreement**

The Grantor, \_\_\_\_\_, is entering into this agreement with Anchor For Special Needs, Inc. as Trustee, and contributing the assets listed below to establish a Beneficiary Trust Account **for the benefit of** \_\_\_\_\_ in accordance with the terms and conditions of the Anchor For Special Needs, Inc. Pooled Specials Needs Trust Agreement ("Trust Agreement"), which is incorporated by reference herein and was reviewed by the Grantor on: \_\_\_\_\_, 20\_\_.

**Grantor Information**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Alternative Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

\* Is Grantor **also** the Beneficiary of this Trust Account? Yes  No

If **No**, what is the relationship between the Grantor and the Beneficiary?

Parent  Grandparent  Court Appointed Guardian

Other (Please Specify): \_\_\_\_\_

**Trust Beneficiary (may be same as Grantor)**

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

Male  Female \*Date of Birth: \_\_\_ / \_\_\_ / \_\_\_ \*SSN: \_\_\_ - \_\_\_ - \_\_\_

Secondary Address (or facility address if applicable)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Disability Diagnosis:

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

Where are the assets for the trust coming from? \_\_\_\_\_

(e.g. personal injury lawsuit, mass tort lawsuit, inheritance. Please specify type.)

Approximate amount to fund Anchor account: \$ \_\_\_\_\_, for the benefit of:

\_\_\_\_\_

**Government Benefits** (please indicate the benefits currently received and/or expected in near future)

State(s) from which benefits have been received: \_\_\_\_\_

|                         |                         |                                    |
|-------------------------|-------------------------|------------------------------------|
| SSDI (Amount): \$ _____ | Medicare: _____         | Food Assistance (Amount): \$ _____ |
| SSI (Amount): \$ _____  | Medicaid (State): _____ | Housing (Amount): \$ _____         |

Home/Community Based Waiver Programs: \_\_\_\_\_

Medicaid Case Worker or Office Location Information: \_\_\_\_\_

**DISTRIBUTIONS UPON DEATH OF BENEFICIARY**

Upon the death of the Beneficiary distribution shall be made to the following individuals or other entities:

**OPTION 1: Allow Anchor For Special Needs, Inc. to retain remaining monies in the Beneficiary Trust Account.**

*Federal law, 42 U.S.C. §1396p(d)(4)(C), and Social Security Administration regulations require that to the extent that funds are not retained by the Trust, the Trustee must pay to the state(s) from such remaining amounts in the Beneficiary Trust Account an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under any state Medicaid plan. The Trustee must make an appropriate, proportionate payment from the Beneficiary Trust Account in payment of any claim for reimbursement from a state that has paid for medical assistance on behalf of the Beneficiary under a state plan pursuant to 42 U.S.C. sec. 1396, et seq. If **OPTION 1** is elected, the assets will remain in the Trust, and will be used by Anchor For Special Needs, Inc. for the benefit of persons with disabilities.*

Initials of Grantor establishing Beneficiary Trust Account: \_\_\_\_\_

100% to be retained by the Trust under the terms of  
Article 8.2 of the Trust Agreement.**OPTION 2: ( Complete both A and B )**

- A.** Payment of claim made by state(s) for reimbursement of medical assistance expenditures made on behalf of the Beneficiary.

Initials of Grantor establishing Beneficiary Trust Account: \_\_\_\_\_

- B.** If monies are remaining in Beneficiary Trust Account after payment in full of claim made by state(s) for reimbursement of medical assistance expenditures made on behalf of Beneficiary, then:

**First Remainder Beneficiary:** \_\_\_\_\_

Address &amp; Phone #: \_\_\_\_\_

**Second Beneficiary:** \_\_\_\_\_

Address &amp; Phone #: \_\_\_\_\_

The Grantor verifies that he/she has reviewed, understands and agrees to be bound by the terms of the Anchor For Special Needs, Inc. Pooled Special Needs Trust Agreement, which is attached to this Joinder Agreement, and incorporated herein. The Grantor acknowledges by his/her signature below that:

1. The funding of the Beneficiary Trust Account with Anchor For Special Needs, Inc. is **irrevocable**, and the monies are legally bound to remain in a Pooled Special Needs Trust and cannot be returned for any reason.
2. Contributions made to the Beneficiary's Trust Account are not tax deductible as a charitable gift.
3. The Trustee must comply with the rules and regulations set forth by the Social Security Administration and state Medicaid Agencies.
4. The Beneficiary Trust Account, within the Pooled Special Needs Trust, is for the sole benefit of the Beneficiary; and disbursements will be made at the sole discretion of the Trustee of Anchor For Special Needs, Inc., and the Trustee will act reasonably in making disbursements as requested by the Beneficiary without negatively impacting government benefits that are being received.
5. The Grantor acknowledges that a Beneficiary Trust Account's income is taxable to the Beneficiary and such taxes shall be paid from the Beneficiary Trust Account.
6. The Trust Agreement may be amended from time to time as described in Article Eleven of the Trust Agreement. Amendments adopted after the execution of this Joinder Agreement apply to the trust share established by this Joinder Agreement.

**In Witness Whereof, I, the Grantor, hereby acknowledge that I have read and understand this Joinder Agreement and the complete Pooled Special Needs Trust Agreement, and agree to be bound by the terms therein.**

\_\_\_\_\_  
**Grantor (printed name)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Witness**

**Signed on this date:** \_\_\_\_\_

**FOR INTERNAL USE ONLY**  
**Accepted by Anchor For Special Needs, Inc. as Trustee**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_