

# **3<sup>rd</sup> PARTY**

**POOLED SPECIAL NEEDS TRUST  
JOINDER AGREEMENT  
FOR**

**BENEFICIARY**



**Georgia Community  
Trust of BDI**

*a pooled special needs trust*

**2120 Marietta Blvd. NW  
Atlanta, Georgia 30318  
678.365.0071**



Official Trust Name: \_\_\_\_\_

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## 1. Special Needs Trust Sub-Account Number

Trust Sub-Account No. \_\_\_\_\_ Acceptance Date: \_\_\_\_\_, 20 \_\_\_\_\_

Date Filed: \_\_\_\_\_

The undersigned Grantor hereby establishes an Irrevocable Special Needs Pooled Trust fund (sub-account) under the Georgia Community Trust of BDI (GCT of BDI), a non-profit organization's Pooled Special Needs Master Trust Agreement. The terms of the Grantor's Special Needs Trust funds are set forth in this Joinder Agreement (Joinder) and the applicable provisions of the GCT of BDI Pooled Special Needs Master Trust Agreement, dated August 26, 2015, as amended and restated, which is hereby adopted and incorporated herein by reference hereto. The terms of this Joinder may be revised in accordance with any revisions to the Master Trust Agreement and such revisions shall relate back to the date hereof.

**This is a binding legal document. You are advised to seek professional advice before signing**

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 "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.**

## 2. Trust Established by (Grantor):

### 2a. Grantor Information

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

DOB: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

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

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_



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**2b. Beneficiary Information**

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

DOB: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

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

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**2c. Minor or Incapacitation Beneficiary**

Is the Beneficiary a minor or incapacitated?

No If no, skip to Section 3  Yes

**if Yes, the Trust must have a copy of one, of the following under valid power of attorney, Letters of Guardianship/ Conservatorship, or Court Order.**

**Attorney-in-Fact** (Provide copy of Durable Power of Attorney.)

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

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**Guardian/Conservator** (Provide copy of Letters of Guardianship/Conservatorship)

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

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_



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**Court Order** (Provide copy of Court Order)

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

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

Daytime Phone: \_\_\_\_\_

**3. Source of Funds**

The Grantor acknowledges that upon signing this Agreement their account is only funded with the assets and/or income of the Grantor. The source of the Grantor's assets is:

- Life Insurance Policy
- Last Will and Testament
- Transfer of funds from existing Trust
- Excess Income or Resources
- Other: \_\_\_\_\_

**3a. Life Insurance Policy (Provide Copy)**

Policy Number: \_\_\_\_\_

Terms: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



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**3b. Last Will and Testament (Provide Copy)**

Terms: \_\_\_\_\_

Name of Attorney/Estate Planner: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**3c. Excessive Income or Resources (Provide Copy)**

Source of Funds: \_\_\_\_\_

Amount: \_\_\_\_\_

**3d. Transfer of funds from existing Trust (Provide Copy)**

Account #: \_\_\_\_\_ EIN#: \_\_\_\_\_

Name of Trust: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**3e. Other (Provide Copy)**

\_\_\_\_\_



Official Trust Name: \_\_\_\_\_

#### 4. Trustee Section

**Trustee:** The trustee is responsible for the management of the trust. Whether the trustee is you, a relative, a friend, or a professional, the trustee has a critical job as the manager and guardian of the trust. Not only must the trustee spend trust funds in the best interest of the beneficiary, the trustee must also keep up to date on SSI and Medicaid laws, invest trust funds, file taxes, maintain records, and more.

**4a. Trustee:**

Name: **Georgia Community Trust of BDI**  
 Address: **2120 Marietta Blvd. NW**  
  
 City: **Atlanta, Georgia 30318**  
 Daytime Phone: **678.365.0071**  
 EIN Number: **58-2352721**

**4b. Advisory Co-Trustee, Guardians, or Legal Representatives:** The Advisory Co-Trustee(s) is the person(s) responsible for requesting disbursements and communicating information about the Beneficiary and the Trust (\*e.g., parent, sibling, relative, Guardian, Representative Payee, Power of Attorney, Caseworker, Conservator, or other).

Advisory Co-Trustees shall serve in an advisory capacity only with no legal power to control the Sub-account in any fashion.

**1. Primary Advisory Co-Trustee**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_

**1a. Approved Roles and Responsibilities**

- |  |   |
|--|---|
| <input type="checkbox"/> Submit Reimbursements               | <input type="checkbox"/> True Link Card               |
| <input type="checkbox"/> Submit Disbursements                | <input type="checkbox"/> Joinder Agreement Amendments |
| <input type="checkbox"/> Communicating Account Information   | <input type="checkbox"/> Tax Information              |
| <input type="checkbox"/> Communication Financial Information | <input type="checkbox"/> Financial Records            |



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**2. Secondary Advisory Co Trustee**

**PLEASE IDENTIFY AT LEAST ONE SECONDARY CO-TRUSTEE**

The Secondary Advocate will be contacted if the Primary or Alternate Trustee cannot be reached or to obtain additional information.

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

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

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

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

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**2a. Approved Roles and Responsibilities**

- |  |   |
|--|---|
| <input type="checkbox"/> Submit Reimbursements               | <input type="checkbox"/> True Link Card               |
| <input type="checkbox"/> Submit Disbursements                | <input type="checkbox"/> Joinder Agreement Amendments |
| <input type="checkbox"/> Communicating Account Information   | <input type="checkbox"/> Tax Information              |
| <input type="checkbox"/> Communication Financial Information | <input type="checkbox"/> Financial Records            |

**3. Successor Advisory Co-Trustee**

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

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

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

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

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**3a. Approved Roles and Responsibilities**

- |  |   |
|--|---|
| <input type="checkbox"/> Submit Reimbursements               | <input type="checkbox"/> True Link Card               |
| <input type="checkbox"/> Submit Disbursements                | <input type="checkbox"/> Joinder Agreement Amendments |
| <input type="checkbox"/> Communicating Account Information   | <input type="checkbox"/> Tax Information              |
| <input type="checkbox"/> Communication Financial Information | <input type="checkbox"/> Financial Records            |





Official Trust Name: \_\_\_\_\_

### 5. Disability Information

Nature of Disability:     Physical                       Medical                       Mental/Behavioral  
     Health                               Intellectual/developmental

Date of Disability: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

Prognosis: \_\_\_\_\_

Special Requirements: \_\_\_\_\_

### 6. Current Benefits

<input type="checkbox"/> SSI	Monthly Amount: _____	Claim Number: _____
<input type="checkbox"/> SSDI	Monthly Amount: _____	Claim Number: _____
<input type="checkbox"/> Medicaid	Monthly Amount: _____	Claim Number: _____
<input type="checkbox"/> Medicaid Waiver	Type: _____	

### 7. Future Planning

**7a. Letter of Intent:** (Provide copy of Letter of Intent)

Do you currently have a Letter of Intent?                       Yes                       No  
 Would you like information/help creating one?                       Yes                       No  
 Would you like to review all available benefits?                       Yes                       No

**7b. Pre-Paid Funeral or Burial Arrangements:**

Disclaimer: Special Needs Trust funds cannot be used for funeral or burial arrangements after the date of death.

Have burial arrangements been paid?                       Yes                       No

Insurer/Other: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Policy # \_\_\_\_\_ Phone: \_\_\_\_\_

Do you anticipate using funds from the trust to pay for arrangements?                       Yes                       No



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## 8. Final Remainder Distributions

If there are funds remaining in the Beneficiary's Sub-account after the Beneficiary has passed on, the remaining funds are available to be distributed to other recipients of the Grantor's choosing.

Named Individuals as follows: **(Note: The total of all distribution percentages must equal %100)**

### Recipient 1:

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

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

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

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

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### Recipient 2:

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

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

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

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

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### Recipient 3:

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

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

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

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

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_



Official Trust Name: \_\_\_\_\_

**Recipient 4:**

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

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

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

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

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Recipient 5: BDI**

GCT of BDI is directly connected to BDI a 501(c)3 Private Nonprofit, which works directly to assist individuals living with disabilities. As a Remainder Recipient BDI would be able to help more individuals and families living with disabilities to enhance the quality of life, as well as, being able to offer more resources, to these high need individuals. If no Remainder Recipient is identified above, 100% of the Remainder funds will be automatically designated for BDI services.

Name: **BDI** Percentage: \_\_\_\_\_  
 Address: **2120 Marietta Blvd. NW**  
 City: **Atlanta, Georgia 30318**

Daytime Phone: **678-365-0071**

EIN Number: **58-1847107**

**Locating Final Remainder Recipients:**

Grantor acknowledges that GCT of BDI may incur additional costs if Final Remainder recipient(s) of Beneficiary’s estate cannot be located easily. Grantor acknowledges and agrees that the GCT of BDI may recover its reasonable costs and expenses associated with locating and communicating with such recipients.

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## 9. Early Termination of the Sub-account:

Articles Six and Fourteen of the Master Trust Agreement provide that under certain circumstances a Sub-account (or the Trust) may be terminated prior to the Beneficiary's death. If the Beneficiary's Sub-account is terminated before his or her death, the Trustees will either distribute the Sub-account's funds according to Article Fourteen of the Master Trust Agreement to another Trust or, in the case of a Sub-account funded with the Life Beneficiary's own assets, to repay the state for medical assistance and any balance to another Trust.

\_\_\_\_\_ Grantor Initial

### Article Six: Joinder Agreement Revocation and Withdrawal

- A. Each donation for the benefit of a Life Beneficiary shall be made pursuant to a Joinder Agreement or other transfer instrument acceptable to the Board of Trustees. All Joinder Agreements must incorporate this Agreement by reference, and shall be consistent with the provisions of O.C.G.A. §30-10-1 *et seq.*
- B. All Joinder Agreements or other transfer instruments conveying assets shall be in-evocable.
- C. All Joinder Agreements or other transfer instruments conveying assets belonging to a Life Beneficiary, or to the spouse of a Life Beneficiary, shall be subject to the provisions of 42 U.S.C. § 1396p(d)(4)(C). Sub-accounts representing assets which belonged to a Life Beneficiary, or to the spouse of a Life Beneficiary, may only be withdrawn by the Advisory Co-Trustee if such assets are distributed by the Trust to another trust which requires the reimbursement of all state(s) having provided medical assistance to the Life Beneficiary, as provided in 42 U.S.C. § 396p(d)(4)(C).

### Article Fourteen: Termination and Dissolution of Trust

- A. The Settlor and the Board of Trustees intend the Trust to be a perpetual charitable entity. However, they also recognize that the laws and practices of our culture may change with time. Therefore, if the Settlor determines for any reason that it is not in the best interest of the Life Beneficiaries to continue the Trust, including, without limitation, a determination that the assets of the Sub-accounts may be or become liable for the basic support of the Life Beneficiaries who would otherwise be eligible for government or other benefits, then the Trust may be terminated and dissolved, and the assets distributed according to the provisions of this Article.
- B. Upon the termination or dissolution of the Trust for any reason, the assets of a Sub-account of a Life Beneficiary which was funded with assets which belonged to the Life Beneficiary must be distributed to a Trust of which the Life Beneficiary is the sole Life Beneficiary, which provides Supplemental Benefits only, and which is specifically obligated to enforce both the state reimbursement provisions of 42 U.S.C. § 1396p(d)(4)(C) and the interests of any final Remainder Beneficiaries listed in the applicable Joinder Agreement, if any.
- C. Upon the termination or dissolution of the Trust for any reason, the assets of a Sub-account which was funded solely with assets which did not belong to the Life Beneficiary must be distributed to a Trust of which the Life Beneficiary will be the sole Life Beneficiary, which requires that the assets be used to provide Supplemental Benefits only, and which recognizes the rights of final Remainder Beneficiaries listed in the Joinder Agreement, if any.



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## 10. Fee Schedule

Grantor agrees to pay the fees in accordance with Schedule "A" that is attached hereto and that may be amended, without prior notification. If fees are not paid in advance by Grantor, the Trustee (GCT of BDI) is authorized to charge such fees to the Beneficiary's Sub-account. Fees are not refundable.

## 11. Disbursements

The Grantor recognizes that all disbursements are discretionary, as directed by the Trustee, and/or any state or federal rules and regulations. The Trustee recognizes that the supplemental needs of the Beneficiary will change throughout their lifespan. With this in mind, the Grantor expresses the following desires as to how funds in the Trust Sub-account might be used:

- |  |  |
|--|--|
| <input type="checkbox"/> Medical/RX Expenses   | <input type="checkbox"/> Rehabilitation Services       |
| <input type="checkbox"/> Dental Expenses       | <input type="checkbox"/> Travel                        |
| <input type="checkbox"/> Vision Expense        | <input type="checkbox"/> Personal Care Assistance      |
| <input type="checkbox"/> Diagnostic Expenses   | <input type="checkbox"/> Educational Costs             |
| <input type="checkbox"/> Nursing Care          | <input type="checkbox"/> Mileage/Fuel Expenses         |
| <input type="checkbox"/> Entertainment         | <input type="checkbox"/> Pre-Paid Burial/Funeral Costs |
| <input type="checkbox"/> Cable/Internet        | <input type="checkbox"/> Vehicle Modifications         |
| <input type="checkbox"/> Home Phone/Cell Phone | <input type="checkbox"/> Vehicle Insurance Costs       |
| <input type="checkbox"/> Clothing              | <input type="checkbox"/> Medical Equipment             |

**Other:**

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Official Trust Name: \_\_\_\_\_

## 12. Pooled Special Needs Trust Investments

The Grantor acknowledges that GCT of BDI is a Pooled Special Needs Trust and that all funds deposited into the Special Needs Trust are pooled for investment purposes.

- **Investment Goals:** GCT of BDI strives to make sound low risk investments that preserve the account principle. The sub-account's funds, like other investments, are not insured by the FDIC, are not bank guaranteed and may lose value. Each sub-account's gains and/or losses can be tracked on your sub-account statements.
- **Investment of Funds** Investments in obligations issued or guaranteed by the U.S. Government, and certain bank obligations such as certificates of deposit, bankers' acceptances, time deposits, and money market accounts.
- **GRANTOR ACKNOWLEDGES THAT THE TRUST SHARES OR SUB-ACCOUNTS ARE NOT REGISTERED AS SECURITIES UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE.** The investment advisor to the Trust is listed in **Schedule "A"**.
- **Crediting of Unrealized Investment Gains/Losses** GCT of BDI utilizes a Mark to Market system for recording unrealized gains or losses based on the performance of pooled investments monthly to ensure an accurate cash value of the Sub-Account is maintained.
- **Crediting of Realized Investment Gains/Losses** Gains from the sale or exchange of capital assets shall be permanently set aside for the Sub-accounts of the Life-beneficiaries, including but not limited to, mutual fund distributions.
- **Investment Advisor:** The investment advisor to GCT of BDI Trust is True Link Financial. The Board of Trustees may appoint additional or different investment advisors from time to time, and will at all times engage as an investment advisor, investment manager or co-trustee, either (1) a bank organized under the laws of the United States, or (2) a bank or trust company organized and supervised under the laws of any state of the United States, or (3) investment company registered under the Investment Company Act of 1940, as now or hereafter amended, or an insurance company licensed to do business in this state.

\_\_\_\_\_ Grantor Initial



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## 13. Acknowledgments

- The provisions of this Joinder Agreement may be amended only as the Grantor and the Trustee may jointly agree, so long as any such amendment is consistent with The Georgia Community Trust of BDI Master Trust Agreement and applicable state and federal laws.
- GCT of BDI is a Pooled Special Needs Trust, governed by the laws of Georgia in conformity with the provisions of 42 U.S.C. § 1396p, amended August 10, 1993 by the Omnibus Budget Reconciliation Act of 1993. To the extent there is conflict between the terms of this Joinder Agreement and the Master Trust Agreement, the latter shall control.
- Taxes; Indemnification by Grantor
  - Each Grantor acknowledges that the Grantor, the primary representative, or the Beneficiary shall be responsible for completing, signing and mailing federal and/or state tax returns to report any income or assets of the Trust which is taxable to them. Each Grantor hereby indemnifies the Trust and the Trustees from all claims for tax liabilities of his or her Sub-account. This provision shall not be waived if the Trust prepares and files returns.
  - The Grantor acknowledges that the contributions to their Special Needs Trust Sub-Account are not deductible as charitable gifts, or otherwise.
  - The Grantor acknowledges that Trustee has made no representations as to the gift or tax consequences of directing funds to their Special Needs Trust Sub-Account, and has recommended that the Grantor seek independent legal advice.
  - The Grantor acknowledges that Special Needs Trust Sub-Account investment income may be taxable to the Grantor subject to applicable exemptions and deductions. Professional tax advice is recommended.
- Each Grantor acknowledges that the Trust is not licensed in the field of social services. Grantor acknowledge and agree that the Trustees may conclusively rely upon the Advisory Co-Trustee to identify programs that may be of social, financial developmental, or other assistance to Beneficiaries. The Trustees, shall not in any event be liable to any Grantor or Beneficiary or any other party for their acts as Trustee so long as the acts of the Trustee are within the scope of the O.C.G.A. § 30-10-8.
- Each Grantor recognizes and acknowledges the uncertainty and changing nature of the laws, and regulations pertaining to government benefits and each Grantor agrees that neither the Trust nor the Trustees will not in any event be liable for any loss of benefits as long as the acts of the Trustee are within the scope of O.C.G.A. § 30-10-8.



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- Each Grantor acknowledges and agrees that the Trustee, their agents, employees, heirs, and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party so long as their acts are in good faith and within the scope of O.C.G.A. § 30-10-8.
- Each Grantor acknowledges and agrees that he/she has not been provided, nor is he/she relying upon, any representation of or any legal advice by The Georgia Community Trust of BDI or its settlor, BDI, in deciding to execute this Joinder Agreement.
- Each Grantor further acknowledges and agrees:
  - that he/she is entering into this Joinder Agreement voluntarily, as his/her own free act and deed;
  - that he/she has had the opportunity to have The Georgia Community Trust of BDI Master Trust Agreement and the Joinder Agreement reviewed by his/her own attorney;
  - that he/ she has been provided a true and correct copy of The Georgia Community Trust of BDI Agreement and Joinder Agreement prior to the signing of this Joinder Agreement;
  - that he/she has reviewed and understands to his/her full satisfaction the legal, economic and tax effects of these instruments;
  - that BDI, or its designee may be a Remainder Recipient of a portion of the Sub-account established hereby upon the death of the Beneficiary as provided in this Joinder Agreement;
  - Advisory Co-Trustees shall serve in an advisory capacity only with no legal power to control the Sub-account in any fashion.

\_\_\_\_\_ Grantor Initial





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## 14. Definitions

**Beneficiary** – The Beneficiary of the trust is the person for whose benefit the trust was created; however, the Beneficiary does not own the funds in the trust. The Trustee (see Trustee) holds the legal title of the trust funds for the benefit of the Beneficiary and acts at the direction of the Trust Administrator (see Trust Administrator). Although the Beneficiary, or someone acting on behalf of the Beneficiary (e.g., designated Advocate), has the right to request disbursements to vendors, the Trust Administrator is not required to approve the request. At the same time, however, the Trust Administrator has a responsibility to ensure that the trust funds are available for supplemental needs that will improve, to the extent possible, the quality of life of the Beneficiary.

**First-Party Pooled Special Needs Trust** – Self-funded by the individual with special needs as a result of a personal injury award, Social Security back payment, direct inheritance, or other reason. For a Beneficiary who receives Medicaid, this is a Medicaid payback trust. Upon the death of the Beneficiary, Medical Assistance Services will be repaid for its expenditures during the Beneficiary’s lifetime. This type of trust must be irrevocable by law.

**Grantor** – The person who establishes the special needs trust and is generally the person whose assets fund the trust.

**Irrevocable Trust** – Refers to any trust which cannot be undone or changed. The Pooled Special Needs Trust is irrevocable by law. An irrevocable trust is a legal agreement whose terms cannot be changed by the creator, or grantor, who establishes the trust, chooses a trustee, and names the beneficiary or beneficiaries. The trust document names a trustee who is responsible for managing the assets in the best interests of the beneficiary or beneficiaries and carrying out the wishes the creator has expressed.

**Joinder Agreement** – The legal document that allows the Beneficiary to have a sub-account with a Pooled Special Needs Trust. The Joinder Agreement for GCT of BDI needs to be completed and notarized.

**Letter of Intent** –The Letter of Intent provides Pooled Special Needs Trust Advisory Co-Trustee’s the opportunity to elaborate on his/her vision and goals for the trust and to share with the Trustee information about the Beneficiary which can include special interests, likes and dislikes.

**Master Trust Agreement** – An arrangement where a trust company acting as the Trustee manages individual special needs trusts under the umbrella of a “master” or large trust fund.



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**Medicaid** – A health care program run by state governments available to those who have special needs and meet financial eligibility requirements (rather than recipient age requirements). Maintaining eligibility for Medicaid is a central focus of special needs trust administration.

**Medicaid Payback** – This applies only to the First-Party Pooled Special Needs Trust. In order for a Beneficiary of a First-Party Pooled Special Needs Trust to have funds in a trust, federal and state law requires that upon the Beneficiary's death, the state or states will have a claim against the trust for any money that the state or states' Medicaid program has paid out on his or her behalf that is not retained by a nonprofit organization. It is important to note that the Third-Party Pooled Special Needs Trust does not require a Medicaid payback upon the Beneficiary's death.

**Medicare** – A health care program operated and funded by the federal government for senior citizens, people 65 years of age or older; and people with specific disabilities.

**Pooled Special Needs Trust** – A special needs trust that is administered by a nonprofit organization, and whose funds are pooled for investment purposes and to keep administrative fees low. Financial records for each sub-account are maintained by the Trustee (GCT of BDI).

**Remainder Beneficiaries**

the person or entity that is entitled to receive the property in the trust after a life interest in the trust property has ended. Also called "remaindermen."

**Sole Benefit** – Any distributions from the trust must be for the sole benefit of the Beneficiary, the person for whom the trust is intended to benefit. If a trust provides benefits to other persons, then it will not be considered a special needs trust, it will become a countable resource, and the Beneficiary may lose SSI and/or Medicaid benefits.

**Successor and Contingent Beneficiaries** – The Grantor(s) designate Successor and Contingent Beneficiary(ies) on the Joinder Agreement. This information can be updated by the Grantor at any time. The Successor Beneficiary(ies) receives the percentage the Grantor stated on the Joinder Agreement. Sometimes a Successor Beneficiary dies before the Beneficiary. If a Contingent Beneficiary is named, that share will be distributed to that Contingent Beneficiary(ies). If no Contingent Beneficiary is named, the share of the Successor Beneficiary who died before the Beneficiary will be divided amongst the other Successor Beneficiary(ies). An individual or charity can be named as a Successor Beneficiary and/or Contingent Beneficiary. Naming BDI as a Successor Beneficiary and/or Contingent Beneficiary, supports the organization's mission to serve people with disabilities.



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**Supplemental Security Income (SSI)** – This Federal benefit program is available to low-income individuals who are disabled, blind, or elderly and have limited income and few assets. SSI eligibility rules (no more than \$2,000 in assets) form the basis for most other government program rules and are the central focus for special needs trust planning and administration.

**Third-Party Special Needs Trust** – Established for a Beneficiary with special needs is funded by a third party (the Grantor) who is typically a family member or friend, and can be coordinated with an estate plan, life insurance policy, or other qualified plan. This type of trust is sometimes referred to as a Supplemental Needs Trust, Purely Discretionary Trust or a family-funded special needs trust. Third-party trusts are irrevocable once funded, but remain revocable until funded or until the death of the person making the will or trust.

**Trust** – A trust is an arrangement by which a person makes a financial gift to a Trustee to be used for the benefit of the Beneficiary.

**Trust Administrator** – A non-profit organization, such as BDI, that administers pooled special needs trusts. The Trust Administrator directs the distributions and administrative issues of the trust.

**Trustee** – GCT of BDI, trustee, has the responsibility to manage and invest the trust funds. The Beneficiary does not own the funds in the trust. The Trustee holds the legal title of the trust funds for the benefit of the Beneficiary. The Trustee acts at the direction of the Trust Administrator.



Official Trust Name: \_\_\_\_\_

## 15. Contact Information:

### **Georgia Community Trust of BDI**

2120 Marietta Blvd. NW

Atlanta, Georgia 30318

[Gacommunitytrust.com](http://Gacommunitytrust.com)

678.365.0071



Official Trust Name: \_\_\_\_\_

### 16. Signatures: Grantor Copy

IN WITNESS WHEREOF, the undersigned Grantor(s), having reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee having accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Beneficiary or Legal Guardian/Conservator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

Georgia Community Trust of BDI  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_



Official Trust Name: \_\_\_\_\_

### 17. Signatures: Beneficiary Copy

IN WITNESS WHEREOF, the undersigned Grantor(s), having reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee having accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Beneficiary or Legal Guardian/Conservator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

Georgia Community Trust of BDI  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_



Official Trust Name: \_\_\_\_\_

### 18. Signatures: Legal Guardian/Conservator Copy

IN WITNESS WHEREOF, the undersigned Grantor(s), having reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee having accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Beneficiary or Legal Guardian/Conservator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

Georgia Community Trust of BDI

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



Official Trust Name: \_\_\_\_\_

### 19. Signatures: GCT of BDI Copy

IN WITNESS WHEREOF, the undersigned Beneficiary(s,) having reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee having accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Beneficiary or Legal Guardian/Conservator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

Georgia Community Trust of BDI

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



Official Trust Name: \_\_\_\_\_

## 20. SCHEDULE A: Fee Schedule

### TO THE JOINDER AGREEMENT TO THE GEORGIA COMMUNITY TRUST OF BDI MASTER TRUST AGREEMENT Fees Effective as of April 17, 2017

The following fees, ***which may be changed at any time without prior notification***, may be charged by the Trustees:

<b>Fee Descriptor</b>	<b>Fee Amount</b>
<b>A. Initial Enrollment and Approval Fee</b> A one-time fee due at the time the Joinder Agreement is executed. The fee covers the creation of the sub-account and the approval process with the Georgia Department of Community Health.	<b>\$ 900.00</b>
<b>B. Annual Administrative and Investment Fee – During the year the trust will:</b>	<u>Administrative Fee</u>
<ul style="list-style-type: none"> <li>• make the necessary deposits and disbursements/reimbursements;</li> <li>• maintain a separate Sub-Account for the beneficiary;</li> <li>• invest the excess funds to generate investment income, while trying to preserve capital;</li> <li>• allocate the investment income to the beneficiary’s account on a weighted average basis of the account balances during the period;</li> <li>• prepare and distribute an annual financial summary of the beneficiary’s account; and</li> <li>• provide the annual financial information required by the Georgia Department of Community Health (when required).</li> </ul>	<b>1.5%</b> <b>\$600.00</b> <b>Minimum</b>
	<u>Investment Fee</u>
	<b>.07%</b>
<b>C. Preparation of Tax Returns:</b>	<b>\$50.00</b>
<ul style="list-style-type: none"> <li>• Each sub-account is a trust and is generally required to file a U.S. and Georgia Fiduciary Return. GCT of BDI will prepare taxes.</li> <li>• If the beneficiary is required to file a U.S. and Georgia Individual Income Tax Return, we will prepare a tax return if requested.</li> </ul>	
<b>D. Special Assessments</b> The Trustees have authority, as necessary, to assess all Sub-accounts or certain Sub-accounts with special assessments for specific costs such as the cost of defending a Sub-account or the Trust for taking actions to preserve a beneficiary’s Government Assistance.	<b>Varies Based on Complexity</b>
<b>E. Other Fees</b>	
<b>Closing Fees:</b> Assessed upon the closure of an account.	
Simple Closing - No assets in Trust	<b>\$100</b>
Negotiated Closing -Multiple discussions with DCH, Family and/or Annuity Company	<b>\$300</b>
Complex Negotiation - Asset Liquidation and/or Extensive Annuity Company Contact	<b>\$500</b>
<b>Bank Fees:</b> Monthly bank fees for account management.	<b>Based on # of Accounts in Total</b>
<b>Stop Payment:</b> When a stop payment of a check is requested.	<b>\$40.00</b>
<b>FedEx:</b> When requested to overnight a disbursement.	<b>Varies</b>

\_\_\_\_\_ Grantor Initial