



Special Needs Trusts

JOINDER AGREEMENT
FOR
PLAN OF MASSACHUSETTS AND RHODE ISLAND
THIRD PARTY SPECIAL NEEDS TRUST

PLAN of Massachusetts and Rhode Island, Inc. is a nonprofit organization, which administers a Third Party Special Needs Pooled Trust (the "Trust") for the convenience of individual Donors who qualify and who wish to establish a Sub-account within the Trust.

This Joinder Agreement is a binding legal document between the Donor and PLAN of Massachusetts and Rhode Island, Inc.

YOU ARE ENCOURAGED TO SEEK INDEPENDENT, PROFESSIONAL ADVICE BEFORE SIGNING THIS AGREEMENT.

This Joinder Agreement cannot be altered in any way by the Donor or by his or her representative. If it is altered in any way, no one shall sign on behalf of PLAN of Massachusetts and Rhode Island, Inc.

A. THE UNDERSIGNED HEREBY ENROLLS IN and adopts The PLAN of Massachusetts and Rhode Island Third Party Special Needs Pooled Trust Agreement dated April 20, 2005, and amended on September 30, 2016, which is incorporated herein by reference.

B. DONOR(S):

- 1. NAME:
2. ADDRESS:
3. SOCIAL SECURITY NUMBER:
4. EMAIL:
5. TELEPHONE: HOME: CELL: OTHER:
6. DATE OF BIRTH:
7. RELATIONSHIP TO BENEFICIARY:
8. HOW YOU LEARNED OF PLAN:

1. NAME: \_\_\_\_\_
2. ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
3. SOCIAL SECURITY NUMBER: \_\_\_\_\_
4. EMAIL: \_\_\_\_\_
5. TELEPHONE: HOME: \_\_\_\_\_ CELL: \_\_\_\_\_ OTHER: \_\_\_\_\_
6. DATE OF BIRTH: \_\_\_\_\_
7. RELATIONSHIP TO BENEFICIARY: \_\_\_\_\_
8. HOW YOU LEARNED OF PLAN: \_\_\_\_\_

**C. BENEFICIARY:**

1. NAME: \_\_\_\_\_
2. ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
3. SOCIAL SECURITY NUMBER: \_\_\_\_\_
4. EMAIL: \_\_\_\_\_
5. TELEPHONE: HOME: \_\_\_\_\_ CELL: \_\_\_\_\_ OTHER: \_\_\_\_\_
6. DATE OF BIRTH: \_\_\_\_\_
7. BENEFICIARY'S DISABILITY: \_\_\_\_\_
- a. WHAT IS THE NATURE OF THE BENEFICIARY'S DISABILITY?  
\_\_\_\_\_  
\_\_\_\_\_
- b. HOW DOES THE BENEFICIARY'S DISABILITY AFFECT HIS OR HER LIFE?  
(IS HE OR SHE UNABLE TO WORK, UNABLE TO LIVE INDEPENDENTLY,  
ETC.?)  
\_\_\_\_\_  
\_\_\_\_\_
- c. IF THE BENEFICIARY'S CONDITION HAS BEEN MEDICALLY DIAGNOSED,  
WHAT IS THE DIAGNOSIS?  
\_\_\_\_\_  
\_\_\_\_\_

Has the Social Security Administration (SSA) made a determination of disability?  Yes  No  
If yes, please list the date of determination:

Is the applicant applying to SSA for a disability determination?  Yes  No  Not Certain

**D. DISTRIBUTION OF THE REMAINDER UPON THE BENEFICIARY'S DEATH (or upon early termination of the trust):**

**IMPORTANT: If this Trust Sub-account is being funded with funds that do not belong to the Beneficiary, then there is no requirement that State Reimbursement Claims be satisfied.**

1. Source of Funds for Sub-Account:

- a. Donor funds – DESCRIBE SOURCE:

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2. Distribution of Remainder upon Death of Beneficiary:

- a. Trust's Remainder Share: Please note what percentage of the Beneficiary's Sub-account Remainder you elect to be maintained by the Trust.<sup>1</sup>

50%       25%       Other: \_\_\_\_\_

- b. The Trust's Remainder Share will be used in the Manager's discretion as follows:

- i. for the benefit of other indigent Beneficiaries,
- ii. to add indigent disabled persons, as defined in 42 U.S.C. §1382c(a)(3), to the Trust as Beneficiaries,
- iii. to provide indigent disabled persons, as defined in 42 U.S.C. §1382c(a)(3), with equipment, medication or services deemed suitable for such persons by the Manager,
- iv. to pay for ongoing administrative expenses of the Trust, and
- v. to pay for other expenses that promote the charitable purposes of PLAN of Massachusetts and Rhode Island.

- c. If funds remain after the distribution to the Trust's Remainder Share, list below the persons or entities that you would like to receive the funds:

If any Final Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that beneficiary will instead be distributed to his or her descendants, *per stirpes*. If a Final Remainder Beneficiary does not have descendants, then his or her share shall lapse.

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<sup>1</sup> There is no requirement that you elect any percentage of the Sub-account Remainder to be maintained by the Trust.

**Include the full names, addresses and telephone numbers of each Final Remainder Beneficiary. If a Final Remainder Beneficiary is an entity, include the entity's full name and business address. \*Please notify PLAN of change in address or contact information for the remainderpersons.\***

**The percentages left to the Trust and to the persons or entities listed below must add up to 100%.**

**Primary Remainderperson/Organization 1**

NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CURRENT AGE: \_\_\_\_\_ PERCENTAGE OF FINAL REMAINDER: \_\_\_\_\_

EMAIL: \_\_\_\_\_ RELATIONSHIP TO DONOR: \_\_\_\_\_

If this remainder person does not survive the beneficiary, what should happen to his/her share? (**Check one.**)

- Share to be distributed to other (living) primary remainder persons listed on this form, in proportion to their respective beneficial interest.
- Distribute this share to this remainder person's descendants.
- Distribute this share to someone else:

Name:	Address:

**Primary Remainderperson/Organization 2**

NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CURRENT AGE: \_\_\_\_\_ PERCENTAGE OF FINAL REMAINDER: \_\_\_\_\_

EMAIL: \_\_\_\_\_ RELATIONSHIP TO DONOR: \_\_\_\_\_

If this remainder person does not survive the beneficiary, what should happen to his/her share? (**Check one.**)

- Share to be distributed to other (living) primary remainder persons listed on this form, in proportion to their respective beneficial interest.
- Distribute this share to this remainder person's descendants.
- Distribute this share to someone else:

Name:	Address:

### Primary Remainderperson/Organization 3

NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CURRENT AGE: \_\_\_\_\_ PERCENTAGE OF FINAL REMAINDER: \_\_\_\_\_

EMAIL: \_\_\_\_\_ RELATIONSHIP TO DONOR: \_\_\_\_\_

If this remainder person does not survive the beneficiary, what should happen to his/her share? (**Check one.**)

- Share to be distributed to other (living) primary remainder persons listed on this form, in proportion to their respective beneficial interest.
- Distribute this share to this remainder person's descendants.
- Distribute this share to someone else:

Name:	Address:

### Primary Remainderperson/Organization 4

NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CURRENT AGE: \_\_\_\_\_ PERCENTAGE OF FINAL REMAINDER: \_\_\_\_\_

EMAIL: \_\_\_\_\_ RELATIONSHIP TO DONOR: \_\_\_\_\_

If this remainder person does not survive the beneficiary, what should happen to his/her share? (**Check one.**)

- Share to be distributed to other (living) primary remainder persons listed on this form, in proportion to their respective beneficial interest.
- Distribute this share to this remainder person's descendants.
- Distribute this share to someone else:

Name:	Address:

**Primary Remainderperson/Organization 5**

NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CURRENT AGE: \_\_\_\_\_ PERCENTAGE OF FINAL REMAINDER: \_\_\_\_\_

EMAIL: \_\_\_\_\_ RELATIONSHIP TO DONOR: \_\_\_\_\_

If this remainder person does not survive the beneficiary, what should happen to his/her share? (**Check one.**)

- Share to be distributed to other (living) primary remainder persons listed on this form, in proportion to their respective beneficial interest.
- Distribute this share to this remainder person's descendants.
- Distribute this share to someone else:

Name:	Address:

**\*\*\*\* TOTAL OF PERCENTAGES (THE TOTAL MUST BE 100%):** \_\_\_\_\_

3. Early Termination of the Sub-account:

Article XIV of the Trust provides that under certain circumstances a Sub-account (or the entire Trust) may be terminated prior to the Beneficiary's death. If the Beneficiary's Sub-account is terminated before his or her death, the Trustee will either distribute the Sub-account's funds to the Beneficiary or on behalf of the Beneficiary unless the Manager in its sole discretion deems such distribution to not be in the Beneficiary's best interests. If the Manager deems such distribution not to be in the Beneficiary's best interest, how should the funds be distributed upon early termination of the Beneficiary's Sub-account?

TO THE DONOR

TO THE DONOR'S ESTATE

TO THE FINAL REMAINDER BENEFICIARIES LISTED IN D2 ABOVE (THIS INCLUDES THE TRUST AS A FINAL REMAINDER BENEFICIARY).

4. Locating Final Remainder Beneficiaries:

Donor acknowledges that PLAN of Massachusetts and Rhode Island may incur additional costs if Final Remainder Beneficiaries or the beneficiaries of Donor's estate cannot be located easily. Donor acknowledges and agrees that PLAN of Massachusetts and Rhode Island may recover its reasonable costs and expenses associated with locating such beneficiaries.

**E. FEES:**

Donor agrees to pay fees in accordance with the PLAN fee schedule that may be amended from time to time. If fees are not paid in advance by Donor, the Manager is authorized to charge such fees to a Beneficiary's Sub-account.

**Fees are not refundable.**

**F. MANAGEMENT OF TRUST SUB-ACCOUNT AND DISBURSEMENTS.**

1. The Trust Sub-account will be managed and administered for the benefit of the Beneficiary. The Life Care Plan that the Donor submits to PLAN of Massachusetts and Rhode Island is a guide to assist the Manager in determining what is for the benefit of the Beneficiary.
2. The Donor recognizes that all disbursements are supplemental, as determined by the Manager.

## **G. ACKNOWLEDGEMENT BY DONOR**

1. The Trust managed by PLAN of Massachusetts and Rhode Island is a Pooled Trust, governed by the laws of Massachusetts. The Trust is established to provide for the orderly management, investment, and distribution of funds which are held in separate Sub-accounts for the benefit of individuals with disabilities, for the purpose of helping each Beneficiary achieve his or her highest potential as a human being and otherwise to enhance the quality of his or her life.
2. The Donor represents and hereby certifies that the Beneficiary meets the legal definition of disability, as defined in Article XVI.F of the Trust, as consistent with § 1614(a)(3) of the Social Security Act (42 U.S.C. § 1382(a)(3)), 130 C.M.R. § 505.004(B) or is an individual with a significant impairment that substantially limits the individual's ability to perform activities of daily living, and the Donor agrees to notify PLAN of Massachusetts and Rhode Island in the event there is any change to the Beneficiary's disability status.
3. Taxes
  - a. The Donor acknowledges that the Manager has made no representation to the Donor that contributions to the Trust are deductible as charitable gifts, or otherwise.
  - b. Donor acknowledges that the Manager has made no representations as to the gift or tax consequences of directing funds to the Trust and has recommended that the Donor seek independent legal advice.
  - c. Trust Sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.
  - d. Trust Sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust Sub-account.
  - e. The Beneficiary or Primary Representative shall be responsible for filing his or her own federal and/or state income tax returns to report the income of the Trust which is taxable to him or her.
4. Each Donor acknowledges that he or she has been advised to have the PLAN of Massachusetts and Rhode Island Third Party Special Needs Pooled Trust Agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement.
5. Each Donor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Donor agrees that the Manager and Trustee will not in any event be liable for any loss of benefits as long as the Manager and Trustee act in good faith. Each Donor acknowledges and agrees that the Manager and Trustee, their successors or assigns, their agents and employees, as well as their agents' and employees' heirs and legal and personal representatives, shall not in any event be liable to any Donor or Beneficiary or any other party for their acts as the Manager and Trustee so long as the Manager and the Trustee act reasonably and in good faith.



6. Each Donor acknowledges that upon execution of the Joinder Agreement by Donor and PLAN of Massachusetts and Rhode Island and the funding of a Sub-account for a Beneficiary, that this Trust, as to the Donor and the Beneficiary, is irrevocable. Each Donor acknowledges that after the funding of a Sub-account, the Donor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon.
  
7. Each Donor represents, warrants, and agrees that he or she has not been provided, nor is relying upon, any representation of or any legal advice by PLAN of Massachusetts and Rhode Island in deciding to execute this Joinder Agreement.
  
8. **Each Donor further represents, warrants, and agrees:**
  - a. **that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;**
  - b. **that if he or she has not had The PLAN of Massachusetts and Rhode Island Third Party Special Needs Pooled Trust Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;**
  - c. **that he or she has the right to request a true and correct copy of The PLAN of Massachusetts and Rhode Island Third Party Special Needs Pooled Trust Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement;**
  - d. **that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and**
  - e. **that PLAN of Massachusetts and Rhode Island, Inc., or its designee may be a Remainder Beneficiary of a portion of the Sub-account established hereby upon the death of the Beneficiary as provided in Section D(2) of this Joinder Agreement.**

IN WITNESS WHEREOF, the undersigned Donor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and PLAN of Massachusetts and Rhode Island has accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Donor

**STATE OF RHODE ISLAND**

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me, through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person(s) whose name(s) is/are signed on the preceding document.

\_\_\_\_\_  
Notary Public

My commission expires:

Planned Lifetime Assistance Network of Massachusetts and Rhode Island, Inc.  
(PLAN of Massachusetts and Rhode Island), as Manager

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

**Seth Haber, President**

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared **Seth Haber**, proved to me, through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President for Planned Lifetime Assistance Network of Massachusetts and Rhode Island, Inc., a corporation.

\_\_\_\_\_  
Notary Public

My commission expires: