

**THE DIRECTED BENEFITS FOUNDATION POOLED TRUST
JOINDER AGREEMENT**

The undersigned executes this **THE DIRECTED BENEFITS FOUNDATION POOLED TRUST JOINDER AGREEMENT** (the “Joinder Agreement”) on the _____ day of _____, 2023 and hereby enrolls in and adopts the Declaration of Trust (the “Declaration of Trust”), executed by **THE DIRECTED BENEFITS FOUNDATION, INC.**, a 501(c)3 Non-Profit Corporation organized under the laws of the State of Florida (the “Trustee”), creating **THE DIRECTED BENEFITS FOUNDATION POOLED TRUST** (the “Trust”), attached hereto as Exhibit A and incorporated herein by reference, in consideration of the covenants, mutual promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**ARTICLE I
IRREVOCABILITY**

Upon execution of this Joinder Agreement, a Trust sub-account shall be established for the benefit of _____ (the “Beneficiary”). This Joinder Agreement and the Trust sub-account created hereunder shall be irrevocable upon the effective date of this Joinder Agreement, specifically upon (a) valid execution of this Joinder Agreement, including agreed contribution of property to the Trust by the Grantor as designated in Exhibit B Initial Funding attached hereto and incorporated herein by reference, and (b) Trustee acceptance of such property evidenced by Trustee’s signature. Upon the effective date, all trust property contributed hereunder shall be non-refundable to such Grantor and the designation of the Beneficiary shall be irrevocable.

**ARTICLE II
ESTABLISHMENT OF TRUST**

The Trust sub-account created by execution of this Joinder Agreement, together with the Declaration of Trust attached hereto, are established in conformity with 42 U.S.C. §1396p(d)(4)(C), amended August 10, 1993 by the Omnibus Budget Reconciliation Act of 1993, the Social Security Policy Operation Manual (POMS) SI 01120.203, *Exceptions to Counting Trusts Established on or after 1/1/00*, and related State statutes and rules for the purpose of supplementing any public assistance benefits provided to the Beneficiary with Trust property.

**ARTICLE III
DEFINITIONS**

(a) “Beneficiary” shall mean a disabled person as defined in §1614(a)(3) of the Social Security Act (42 U.S.C. §1382c(a)(3)) who qualifies under 42 U.S.C §1396p, and who the Grantor designates as the Beneficiary of the Trust sub-account created hereunder.

(b) “Grantor” shall mean the Beneficiary, the Beneficiary’s parent, grandparent, or legal guardian or any person or entity that contributes property to the Trust.

(c) “Joinder Agreement” shall mean the agreement between the Trustee and the Grantor creating a Trust sub-account for the Beneficiary’s exclusive benefit.

(d) “Legal Representative” shall mean the agent designated in a Power of Attorney, court appointed guardian, trustee, or fiduciary of the Beneficiary.

(e) “Person” shall mean a natural person or entity.

(f) “Public Assistance Benefit(s)” shall mean all benefits provided by any governmental agency for the benefit of the Beneficiary, including but not limited to Medicaid, Medicare, Supplemental Security Income, and Supplemental Security Disability Income.

(g) “Trustee” shall mean THE DIRECTED BENEFITS FOUNDATION, INC.

(h) “Trust Sub-account” shall mean the Trust account established upon valid execution of the Joinder Agreement for the exclusive benefit of the Beneficiary.

ARTICLE IV TRUST FUNDING

4.1 Initial Funding. The Trust sub-account shall be funded initially with property contributed by the Grantor to the Trustee in conjunction with the execution of this Joinder Agreement and such property shall be held subject to the provisions herein. The Grantor hereby designates income and/or assets as indicated in Exhibit B Initial Funding attached hereto for contribution to the Trust on behalf of the Beneficiary.

4.2 Additional Funding. Additional assets may be conveyed after initial funding to the Trustee subject to this Trust Agreement by the Grantor or any other person or entity on behalf of the Beneficiary. Neither the Grantor, the Beneficiary, nor any other contributor shall retain interest in or control over any subsequent addition to the Trust. All such additional funding shall be held subject to the provisions herein.

ARTICLE V GOVERNMENT ASSISTANCE NOTICE

5.1 Government Assistance Programs. The Beneficiary or the Beneficiary’s legal representative shall notify the Trustee of any application for government assistance program(s), the status of such application(s) including approval and denial of application, and termination of any government assistance benefits relating to the Beneficiary. Notice of the aforementioned shall be provided to the Trustee immediately in writing, by certified mail, addressed to the Trustee at such address as the Trustee may designate.

5.2 Failure to Notify. The Trustee shall be held harmless for any Trustee action causing ineligibility, denial, or termination of government assistance benefits in the event the Trustee is not given notice in conformity the provisions herein.

ARTICLE VI TRUST DISTRIBUTIONS

6.1 Lifetime Distributions. During the life of the Beneficiary, distributions from the Trust sub-account shall be made exclusively for the benefit of such Beneficiary subject to Declaration of Trust, Article III.

6.2 Trustee Discretion. The Trustee shall make Trust sub-account distributions consisting of principal and/or income, in Trustee's absolute discretion for the exclusive benefit of the Beneficiary, as to a need or benefit not otherwise provided for through public assistance benefits in conformity with 42 U.S.C.1396p(d)(4)(C) and the Social Security Policy Operation Manual ("POMS") SI 01120.203.

ARTICLE VII FINAL DISBURSEMENT

7.1 Retained Funds. Upon the death of the Beneficiary, any amounts that remain in the sub-account of such Beneficiary shall be deemed surplus Trust property and shall be retained by the Trust and used in conformity with 42 U.S.C. §1396p(d)(4)(C), amended August 10, 1993 by the Omnibus Budget Reconciliation Act of 1993, the Social Security Policy Operation Manual (POMS) SI 01120.203, *Exceptions to Counting Trusts Established on or after 1/1/00*, and any related State statutes and rules.

7.2 Non-Retained Funds. To the extent any property remaining in the Trust sub-account is not retained by the Trust in conformity with 42 U.S.C. §1396p(d)(4)(C), such property shall be distributed to the State(s) that provided public assistance benefits during the life of the Beneficiary in an amount equal to the total amount of benefits paid on behalf of the Beneficiary under the State(s) Medicaid program. If such remaining sub-account funds are insufficient to reimburse in full each State, the Trustee may reimburse the States on a pro-rata or proportional basis.

ARTICLE VIII TRUSTEE COMPENSATION

8.1 Trustee Fees. The Trustee shall be compensated according to Exhibit C Schedule of Trustee Fees attached hereto and incorporated herein by reference.

8.2 Fee Payments. The Trustee may pay Trustee fees on behalf of the Beneficiary and shall pay such fees directly from the Trust sub-account without consent from the Grantor or the Beneficiary.

ARTICLE IX AMENDMENTS

This Joinder Agreement shall not be amended except by the Trustee, in the Trustee's absolute discretion, to the extent necessary to conform with current and future legal requirements. Such amendment(s) shall be made by the Trustee without the consent of the Grantor or the Beneficiary. The Trustee shall make no amendment(s) inconsistent with the purpose and intent of the Trust.

ARTICLE X GRANTOR ACKNOWLEDGMENTS

10.1 Grantor Truthfulness. The Grantor shall provide all information required by the Trustee concerning the Grantor and the Beneficiary and the Trustee shall rely on such information and shall not be compelled to investigate the accuracy of such information. The Grantor hereby guarantees that all information provided to the Trustee is true and complete to the best of the Grantor's knowledge.

10.2 Evidence of Authority. The Trustee may, in the Trustee's absolute discretion, require evidence of Grantor's legal authority to contribute property to the Trust on behalf of the Beneficiary. The Trustee may accept such evidence without inquiry into its authenticity or validity.

10.3 Trust and Joinder Agreement Acceptance. In executing this Joinder Agreement, the Grantor acknowledges (a) the Grantor has reviewed, fully understands, and agrees to the provisions of both the Trust and Joinder Agreement, (b) the Grantor sought independent legal advice in relation to the Trust and Joinder Agreement or was afforded the opportunity to do so, (c) the Grantor has not received legal or tax advice from Trustee, (d) the Grantor agrees to the terms of the Trust and Joinder Agreement and such agreement is binding on the Grantor's heirs, successors, and assigns, and (e) the Grantor enters into the terms of the Trust and Joinder Agreement voluntarily.

10.4 Taxes. The Trustee has not given any tax advice or representation as to potential tax consequences associated with the Trust or Trust sub-account. The Trust and Trust sub-account may be treated as a Grantor trust and the Grantor should seek the advice of a qualified tax professional.

ARTICLE XI ADDITIONAL PROVISIONS

11.1 Entire Agreement. This Joinder Agreement, including all attached Exhibits, constitutes the entire agreement between the Grantor and the Trustee.

11.2 Joinder Agreement Components. This Joinder Agreement shall consist of the Joinder Agreement itself, Exhibit A Declaration of Trust of The Directed Benefits Foundation, Inc., Exhibit B Initial Funding, Exhibit C Schedule of Trustee Fees, Exhibit D Grantor and Beneficiary Information, and Exhibit E Legal Disclosure.

11.3 Governing Law. Any issue concerning the validity, construction, or administration of this Joinder Agreement, any provision herein, or trust created hereunder shall be governed by the laws of the United States and State of Florida.

11.4 Venue. Venue for any dispute relating to this Joinder Agreement shall be Pinellas County, Florida.

11.5 Severability. In the event any provision herein is deemed legally unenforceable or invalid, such provision shall be inoperative without invalidating such provision elsewhere herein or invalidating this Joinder Agreement in whole or in part.

11.6 Indemnification. The Trustee, including but not limited to associates and agents of the Trustee and Successor Trustee, are indemnified against all claims, costs, and settlements, incurred in connection with the performance of Trustee duties and powers. Indemnification shall not impede the use of any other defense that Trustee, agents, or Successor Trustee may be entitled.

11.7 Acts in Good Faith. Trustee shall be held harmless for acts and decisions made in good faith or upon the advice of a professional with regard to investment and financial strategies, tax planning, or legal action and decisions, and any other Trustee action or inaction.

11.8 Additional Powers. The purpose and intent of the Trust shall ultimately guide in the operation and interpretation of Trustee powers and any Trust provision not expressly provided for herein.

11.9 Headings. No heading herein shall be considered in the interpretation of any provision of this Joinder Agreement, in part or in whole.

11.10 Statutory References. For purposes of this Joinder Agreement, all statutory references shall include any successor statute or other relevant statute.

11.11 No Court Oversight. The Joinder Agreement and any trust created herein shall not be overseen by any court as to operation or administration; however, the Trustee may petition any court having jurisdiction for any judicial determination associated with the operation or administration of the Trust.

11.12 No Substitutions for Assistance. No distribution from the Trust shall be interpreted to replace public assistance benefits and no distribution shall be made which would disqualify the Beneficiary from receiving public assistance benefits, specifically no distribution shall be made in excess of income and asset thresholds of any public assistance benefits program for which the Beneficiary is eligible or applying.

11.13 No Bond. The Trustee shall not be required to obtain bond or other security in relation to the performance of Trustee duties herein.

11.14 Permissible Modification. In the event the Beneficiary moves to a state other than Florida, the Trust sub-account shall be governed by the Medicaid rules of the new state and any required language or provision of the new state Medicaid rules shall be automatically incorporated herein. Trustee action shall conform to the Medicaid rules of the new state immediately upon such move without notice to the Beneficiary. Any provision of this Trust Agreement, trust created herein, or Joinder Agreement which would effectively diminish or terminate any current or potential public assistance benefits of the Beneficiary may be amended in the Trustee's absolute discretion.

11.15 Fair Market Value. The Trustee shall purchase and dispose of Trust property at fair market value.

11.16 Legal Citations. Legal citations herein shall automatically incorporate amendments to Federal and State statutes, rules, and regulations.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Joinder Agreement on this _____ day of _____, 2023, and the Trustee has accepted and signed this Joinder on the same date.

WITNESSES AS TO GRANTOR:

GRANTOR:

Sign: _____
Print: _____
Address: _____

Phone: _____
Email: _____

Signature

Printed Name

Sign: _____
Print: _____
Address: _____

Phone: _____
Email: _____

STATE OF _____ §

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COUNTY OF _____ §

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on the _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of _____

WITNESSES AS TO TRUSTEE:

THE DIRECTED BENEFITS FOUNDATION,
INC., TRUSTEE:

Sign: _____

Print: _____

Address: _____

Phone: _____

Email: _____

Signature

Printed Name & Title

Sign: _____

Print: _____

Address: _____

Phone: _____

Email: _____

STATE OF FLORIDA

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on the ____ day of _____, 2023, by _____, who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of Florida

EXHIBIT A
DECLARATION OF TRUST OF THE DIRECTED BENEFITS FOUNDATION, INC.

EXHIBIT B
INITIAL FUNDING

Designation of Income Contribution

(Please provide the value and origin of any cash contributions made to the Trust)

Designation of Asset Contribution

(Please provide a description, value, and origin of any non-cash contributions to the Trust)

Grantor (Signature)

Trustee (Signature)

EXHIBIT C
SCHEDULE OF TRUSTEE FEES

EXHIBIT D
GRANTOR AND BENEFICIARY INFORMATION

GRANTOR INFORMATION

Name: _____

Relationship: _____

Address: _____

Phone: _____

Email: _____

Date of Birth: _____

Social Security Number: _____

BENEFICIARY INFORMATION

Name: _____

Disability: _____

Address: _____

Phone: _____

Email: _____

Date of Birth: _____

Social Security Number: _____

Father's Name and Social (if a minor): _____

Mother's Name and Social (if a minor): _____

Name of Legal Representative: _____

Representative Address: _____

Representative Phone: _____

Representative Email: _____

Representative Type: _____
(ex. POA, Guardian, Representative Payee)

PUBLIC ASSISTANCE BENEFITS

Medicaid Institutional Care Placement ___Y ___N ___APPLYING ___UNSURE

Medicaid Waiver Program ___Y ___N ___APPLYING ___UNSURE

PACE Program ___Y ___N ___APPLYING ___UNSURE

Medically Needy Share of Cost ___Y ___N ___APPLYING ___UNSURE

MEDS-AD ___Y ___N ___APPLYING ___UNSURE

Optional State Supplementation ___Y ___N ___APPLYING ___UNSURE

HCE/DA ___Y ___N ___APPLYING ___UNSURE

SSI ___Y ___N ___APPLYING ___UNSURE

SSDI ___Y ___N ___APPLYING ___UNSURE

Food Assistance ___Y ___N ___APPLYING ___UNSURE

HUD ___Y ___N ___APPLYING ___UNSURE

Other public assistance benefits _____

Public assistance benefits discontinued or denied _____

INSURANCE INFORMATION

Insurer: _____

Address: _____

Policy Number: _____

PREPAID FUNERAL INFORMATION

EXHIBIT E
LEGAL DISCLOSURE

The Grantor acknowledges the opportunity to consult independent legal counsel before entering into the Trust through valid execution of the Joinder Agreement. The Grantor further acknowledges that neither the Trustee nor any agent of the Trustee, including but not limited to any employee, board member, director, service provider, or law firm engaged by the Trustee, has provided tax or legal advice relating to the Declaration of Trust or Joinder Agreement. No such person or entity has guaranteed the suitability of the Trust as to the Beneficiary or made any promises or representations to the Grantor outside of the provisions herein. The Grantor has read and understands the provisions herein and voluntarily enters into the Trust.

Grantor *(Signature)*