

Acceptance Date: \_\_\_\_\_

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## **FAMILY NETWORK ON DISABILITIES NATIONAL POOLED TRUST JOINDER AGREEMENT**

The undersigned, in consideration of the covenants, promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts the Declaration of Trust (the "Declaration of Trust"), executed by the Family Network on Disabilities of Florida, Inc. (the "Trustee"), and dated the 26<sup>th</sup> day of January, 1999, as subsequently amended, establishing the Family Network on Disabilities National Pooled Trust (the "Trust"), which is attached hereto as Exhibit "A" and incorporated herein by reference,. The effect of joining the Trust through this Pooled Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account for the following named Beneficiary: \_\_\_\_\_.

This Agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee and shall be established with resources, including assets and/or income, belonging solely and exclusively to the Beneficiary and/or the Beneficiary's spouse.

### **Article I Definitions**

1.01 The term, "Trustee," means the Family Network on Disabilities of Florida, Inc., d/b/a Family Network on Disabilities, or its successor or successors, and such term includes a Co-trustee appointed to administer the Trust, if any.

1.02 The terms, "supplemental needs," "supplemental care," and "government assistance" all have the same meaning as is defined in Article II of the Declaration of Trust.

### **Article II Distributions From Trust Sub-account During Life of Beneficiary**

Distributions from the Beneficiary's Trust sub-account may be made during the life of the Beneficiary in accordance with the provisions below.

2.01 Individualized Care Plan. An individualized care plan may be established for the Beneficiary, which the Trustee may consider, in its sole and absolute discretion, when

reviewing a request for any distribution from the Beneficiary's Trust sub-account.

2.02 Benefit Solely for Beneficiary. The Beneficiary's Trust sub-account will be administered solely for the benefit of the Beneficiary.

2.03 Discretion of Trustee; Use of Assets. The Grantor recognizes and acknowledges that all distributions are subject to the Trustee's sole and absolute discretion, that the Trustee shall only make distributions solely for the Beneficiary's supplemental needs and supplemental care, and that the Trustee shall possess and exercise the authority to allocate all distributions between principal and income as it determines in its sole and absolute discretion.

2.04 Notice of Application; Acceptance, Denial; Termination of Benefits. In order to enjoy the benefits of the Trust to the fullest extent possible, the Beneficiary, or the Beneficiary's legal representative, shall be required to notify the Trustee whenever the Beneficiary: a) applies for government assistance; b) has an application for government assistance approved; c) has an application for government assistance denied; and/or, d) has government assistance terminated. Notice shall be in writing, by certified mail, return receipt requested, in care of the trust administrator at the address set forth on page 6 of this Agreement, or at such other address as the Trustee may designate from time to time. Such notice to the Trustee shall be made within 10 (ten) days of the event that triggers the Beneficiary's duty to give notice under this paragraph 2.04. In no event shall the Trustee be liable for making disbursements which result in a reduction of government assistance, a termination of government assistance, or ineligibility for government assistance when the Trustee did not have actual notice of such government assistance, or other circumstances giving rise to such termination, reduction, and/or ineligibility, at the time such disbursements may have been made or requested, or when the Beneficiary or the Beneficiary's representative waives such liability in a signed writing as a condition to receiving a disqualifying distribution.

### **Article III Distributions Upon the Beneficiary's Death**

Any assets that remain in the Beneficiary's separate Trust sub-account at the Beneficiary's death shall be treated in accordance with the provisions below.

3.01 Assets in Trust. If any assets remain in the Beneficiary's separate Trust sub-account at the Beneficiary's death, such assets shall be deemed surplus Trust property and shall be retained by the Trust.

3.02 Use of Retained Assets. In the Trustee's sole and absolute discretion, retained surplus Trust property shall be used:

- a) for the direct or indirect benefit of other Beneficiaries;
- b) to add disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), who are indigent to the Trust as Beneficiaries; or,

c) to provide disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication, or services, whether direct or indirect, deemed suitable for such persons by the Trustee.

Gifts or devises to the Trust shall be similarly treated unless a specific purpose is specified by the donor. To the extent that any surplus Trust property is not retained by the Trust pursuant to paragraph 3.01 above, such property shall be distributed to each state in which the Beneficiary received medical assistance paid by the state, based on each state's proportionate share of the total medical assistance paid by all of the states on the Beneficiary's behalf.

#### **Article IV Trustee Compensation**

The Trustee shall be entitled to a fee as compensation for its services as set forth in Exhibit "E" attached hereto and incorporated herein. Said fee may be amended from time to time by the Trustee upon notice to the beneficiaries.

#### **Article V Miscellaneous Provisions**

5.01 Amendments. The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, provided any such amendment is consistent with the Declaration of Trust and any then-applicable law. Under no circumstance shall an amendment defeat the Trustee's affirmative duty to reimburse each state where the Beneficiary received medical assistance paid by the state when surplus trust property is not retained by the Trust, as that duty is set forth in paragraph 3.02 above.

5.02 Taxes. The Grantor acknowledges that: a) the Trustee has made no representations to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise; b) 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; and, c) Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable directly from the Trust sub-account that requires such taxes to be paid.

5.03 Additional Information Concerning Grantor and Beneficiary. Additional information concerning the Grantor and the Beneficiary hereunder, as may be required by the Trustee, shall be provided by the Grantor. The Grantor hereby warrants that such information is true and complete to the best of the Grantor's knowledge as of the time of the Grantor providing such information. The Trustee and its Co-trustees, their employees and/or agents shall be entitled to rely on such information in performing their duties hereunder toward the Grantor and/or the Beneficiary without being required to make further inquiry as to the accuracy, veracity, authenticity, or completeness of such information. The sufficiency of such information shall be determined by the Trustee in its sole and absolute discretion.

5.04 Governing Law. This Joinder Agreement is created under, and governed exclusively by, the choice of law set forth in §10.3 (as may be amended from time to time)

of the Declaration of Trust, attached hereto as Exhibit "A", and explicitly adopted and incorporated herein by reference.

5.05 Additional Information Concerning Distributions. Subject to the Trustee's sole and absolute discretion, the Trustee may make distributions for the purpose of satisfying the Beneficiary's funeral expenses, tax liabilities, and/or other such expenses relating to the Beneficiary's last illness and death.

5.06 Dispute Resolution. Any dispute which may arise between the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or the Trust, shall be resolved exclusively by binding arbitration between the parties. Said arbitration shall be conducted pursuant to the then-obtaining arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Clearwater, Florida, at a location to be designated by the arbitrator(s).

5.07 Authority of Grantor to Execute Joinder Agreement, Establish Trust Sub-account, and/or Contribute on Behalf of Beneficiary. The Grantor shall furnish to the Trustee such proof as the Trustee, in its sole and absolute discretion, may require in order to satisfy itself that the Grantor has the requisite status under law to execute this Joinder Agreement, to establish a Trust sub-account on behalf of the Beneficiary, and/or to contribute to the Trust on behalf of the Beneficiary. The sufficiency of such proof shall be determined by the Trustee in its sole and absolute discretion. Further, such proof shall be deemed to be conclusive evidence that the Grantor enjoys the requisite status to take such actions. The Trustee shall in no event be required to inquire further as to the accuracy, veracity, authenticity, or completeness of any proof submitted by the Grantor.

5.08 Agreement Understood by Grantor. The Grantor hereby agrees to and acknowledges that the Grantor:

- a) has reviewed this Joinder Agreement and fully understands its terms;
- b) has had a full, complete, and fair opportunity to seek the advice of legal counsel concerning this Joinder Agreement, whether or not the Grantor has done so;
- c) agrees to be bound by the terms of this Joinder Agreement, and said Agreement is binding on the Grantor's heirs, successors, and assigns; and,
- d) is not executing this Joinder Agreement because of any promises, covenants or representations other than those contained in this Joinder Agreement and the Declaration of Trust.

5.09 Agreement Constitutes Entire Understanding Between Parties. This Joinder Agreement, together with the Declaration of Trust attached hereto as Exhibit "A" and incorporated herein by reference, constitutes the entire understanding between the parties. No promises, agreements or representations, expressed or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an addition or amendment to this Joinder Agreement, and

signed by the parties.

5.10 Conflict Between Documents. To the extent that any conflicts may arise between this Agreement and the Declaration of Trust, the terms of the Declaration of Trust shall control. In the event any addenda to this Agreement are executed by the parties and a conflict arises between said addenda and the Declaration of Trust, the terms of the addenda shall control.

5.11 Severability. Any provision of this Joinder Agreement that is adjudged invalid or unenforceable under the laws of any place where the terms of the Agreement are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Agreement.

5.12 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Joinder Agreement or the Declaration of Trust.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Joinder Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Trustee has accepted and signed this Joinder Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR'S SIGNATURE

WITNESS SIGNATURES (2)

\_\_\_\_\_  
Grantor Signature

1. \_\_\_\_\_  
Witness Signature

Please Type/Print Name

\_\_\_\_\_  
Please Print Name

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

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

2. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Please Print Name

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

STATE OF \_\_\_\_\_))  
COUNTY OF \_\_\_\_\_))

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(year), by \_\_\_\_\_ who [ ] is personally known by me, or who [ ] produced \_\_\_\_\_ as identification.

**Family Network on Disabilities,  
Trustee**

**WITNESS SIGNATURES (2)**

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Witness Signature

Richard La Belle  
Please Print Name

\_\_\_\_\_  
Please Print Name

Address: 26750 US Highway 19 N, STE 410  
Clearwater, FL 33761

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

2. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Please Print Name

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

STATE OF FLORIDA            ))  
COUNTY OF PINELLAS        ))

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or  
[ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by  
\_\_\_\_\_ who [ ] is personally known by me, or who [ ] produced  
\_\_\_\_\_ as identification.

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

Exhibit "A"

Declaration of Trust

Grantor's Initials \_\_\_\_\_

# DECLARATION OF TRUST OF FAMILY NETWORK ON DISABILITIES OF FLORIDA, INC.

THIS DECLARATION OF TRUST is made this 26th day of January, 1999, by Family Network on Disabilities of Florida, Inc., a Florida 501(c)(3) non-profit corporation.

## Article I Establishment of Trust

1.1 Trust is Established. The Trustee hereby establishes a pooled trust pursuant to 42 U.S.C. § 1396p, for the benefit of Beneficiaries under this Trust.

1.2 Name of Trust. The name of the Trust established under this Declaration is the First Florida Pooled (the "Trust").

1.3 Initial Funding of Trust. Concurrently with the execution of this Declaration, the Trustee assigns, conveys, transfers, and delivers a lump sum payment of One Hundred Dollars and No Cents (\$100.00) to the Trust. The Trust estate shall consist of this initial contribution and any additional contributions in cash or property made to the Trust estate at any time by any Grantor in accordance with the provisions below in Article IV, Grantor Contributions.

1.4 Irrevocability. This Declaration of Trust and the Trust created hereunder shall be irrevocable.

1.5 Amendments to Trust. Notwithstanding the irrevocability of this Declaration of Trust and the Trust created hereunder, as set forth in paragraph 1.4 above, this Declaration and the Trust created hereunder may be amended from time to time to effectuate its purposes and intent. The Trustee may also, but is not required to, amend this Declaration and the Trust created hereunder so that it conforms with any statutes, rules, or regulations that are approved by any governing body or agency relating to 42 U.S.C. § 1396p or related statutes, including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p.

## Article II Definitions

2.1 "Trustee" means the Family Network on Disabilities of Florida, Inc., or its successor or successors.

2.2 "Co-Trustee" means a person, entity, or both, selected by the Trustee to assist with the management, administration, allocation, and disbursement of Trust assets and property.

2.3 "Grantor" means a parent, grandparent, or legal guardian of a Beneficiary, a Beneficiary himself or herself, or any person or entity acting pursuant to an order by a court, who contributes money and/or property to the Trust. Grantor also includes any person or entity that contributes his, her, or its own property to the Trust for the sole benefit of a Beneficiary, whether by gift, will, contract, or agreement.

2.4 "Beneficiary" means a disabled person, as defined in § 1614 (a)(3) of the Social

*The First Florida Pooled Trust*

*Grantor's Initials* \_\_\_\_\_



Security Act (42 U.S.C. § 1382c(a)(3)), who qualifies under 42 U.S.C. § 1396p, and who a Grantor shall specify as the sole recipient of services and benefits under any one of the particular Trust sub-accounts created under and within this Trust by such Grantor.

2.5 “Legal Representative” means a legal guardian, conservator, agent acting under a durable power of attorney, trustee, representative payee, or any other legal representative or fiduciary of a Beneficiary.

2.6 “Joinder agreement” means the individual written agreement between the Trustee and a Grantor by which the Grantor establishes a Trust sub-account for the sole benefit of a Beneficiary.

2.7 “Trust sub-account” means that portion of the entire Trust estate that is established and managed for the sole benefit of a Beneficiary.

2.8 “Government assistance” means all services, benefits, medical care, financial assistance, and any other assistance of any kind that may be provided by any county, state, or federal agency to, or on behalf of, a Beneficiary. Such assistance includes, but is not limited to, the Supplemental Security Income program (SSI), the Old Age Survivor and Disability Insurance Program (OASDI), the Supplemental Security Disability Income program (SSDI), and the Medicaid program, together with any additional, similar, or successor public programs.

2.9 “Non-support payments” means payments made by the Trustee for supplemental needs or supplemental care.

2.10 “Supplemental care” and “supplemental needs” may be used conjunctively, interchangeably, or separately as the context requires, and the terms shall always mean care that is not provided, or needs that are not met, by any private assistance or government assistance that may be available to a Beneficiary.

### **Article III Spendthrift Provisions**

3.1 Beneficiaries Have No Claim on Trust Assets. This Trust shall not be reduced in value by creditors of any of the Beneficiaries. The public and private assistance benefits of the Beneficiaries should not be terminated or made unavailable to them because of this Trust or the assets held in any Trust sub-account for their benefit. Assets held in this Trust and the sub-accounts of this Trust are not for the primary support of the Beneficiaries and shall only be used for their supplemental care and/or supplemental needs. The Grantor and Trustee do not owe any obligation of support to any of the Beneficiaries, and none of the Beneficiaries have any right of entitlement to the Trust corpus or income, except as the Trustee elects to disburse the same in its sole, complete, absolute, and unfettered discretion. The Trustee may act unreasonably in exercising its discretion, and the judgment of any other person or entity shall not be substituted for the judgment of the Trustee.

3.2 Trust Assets Not Subject to Creditors of the Beneficiaries. No part of this Trust, or any Trust sub-account, neither principal nor income, shall be subject to anticipation or assignment by any of the Beneficiaries, nor shall it be subject to attachment or control by any public or private creditor of any of the Beneficiaries. No part of this Trust, or any Trust sub-account, neither principal nor income, may be taken by any legal or equitable process by any voluntary or involuntary creditor, including those who have provided support and maintenance for a Beneficiary. Under no circumstances may any Beneficiary compel a distribution from the Trust sub-account maintained for that Beneficiary or from any other part of the Trust estate.

**Article IV  
Grantor Contributions**

4.1 Grantor's Intent to Establish a Supplemental Fund. In making contributions to the Trust, it is the not the intention of any Grantor to displace any public and/or private financial assistance that may otherwise be available to any Beneficiary. It is the specific intention of all Grantors to establish a supplemental fund pursuant to 42 U.S.C. §1396p and to limit the Trustee's disbursements to, or on behalf of, a Beneficiary to that respective Beneficiary's supplemental care and supplemental needs only.

4.2 Irrevocability of Joinder Agreements. Subject to approval by the Trustee, this Trust shall be effective as to any particular Beneficiary upon contribution of property and/or money ("Property") to the Trust and execution of a Joinder Agreement by a Grantor. Upon approval by the Trustee, and delivery of Property that is acceptable to the Trustee, the following provisions apply:

- a) the Trust shall be irrevocable as to such Grantor and Beneficiary;
- b) the contributed Property shall not be refundable to the Grantor of such Property, except as is otherwise provided below in paragraph 7.2; and
- c) the designation of the respective Beneficiary may not be revoked or changed.

4.3 Effect of Grantor's Contribution. Specifically subject and subordinate to Article III above and to the Trustee's sole and absolute discretion in making distributions, the effect of a Grantor's contribution to the Trust as it applies to any one particular Beneficiary is such that distributions made on behalf of a Beneficiary shall not exceed the total of all contributions made to such Beneficiary's Trust sub-account, plus any undistributed income, minus all distributions made on behalf of such Beneficiary.

4.4 Future Transfer of Property. Property, or interests in property, can be designated for future transfer by a Grantor as a contribution to the Trust. Such designated contributions may be revoked by the Grantor at any time during that Grantor's lifetime and continued competence, provided the Grantor gives prior written notice to the Trustee or to the Co-trustee or agent designated for such purposes by the Trustee. Such written notice shall be by certified mail, return receipt requested. Examples of contributions designated for future transfer include, but are not limited to, a life insurance policy on the Grantor's life in which the Trust is designated as a beneficiary, or the Trust being named as a beneficiary of any future interest in property, such as that which might pass by way of a Grantor's Last Will and Testament.

4.5 Effect of Designation of Future Transfers of Property. In cases of future designations of property, as provided by paragraph 4.4 above, the Trustee will not consider such designations to be completed or effective, nor shall it credit any such property to a particular Beneficiary's Trust sub-account, until such property has been actually transferred and/or delivered to the Trust.

**Article V  
Distributions During the Beneficiary's Lifetime**

Subject to the Trustee's sole and absolute discretion, distributions from any of the individual Trust sub-accounts shall be made in accord with the provisions of this Article V during the lifetime of a Beneficiary.

5.1 Distributions Within Discretion of Trustee. The Trustee shall pay or apply for the supplemental care or supplemental needs of each Beneficiary, such amounts from the principal or income, or both, of the Trust sub-account maintained for such Beneficiary, up to the whole thereof, as the Trustee, in its sole and absolute discretion, may from time to time deem necessary or advisable. The income not distributed from any Trust sub-account shall be added to the principal of that Trust sub-account.

5.2 Distributions Not to Replace Assistance. Distributions from this Trust should not be made to, or for the benefit of, a Beneficiary if the effect of such distribution would be to replace, or to disqualify a Beneficiary from receiving, government assistance. The Trust corpus and income is specifically not available to any Beneficiary except to the extent of distributions made by the Trustee to a Beneficiary. No distributions should be made by the Trustee to, or for the benefit of, a Beneficiary in excess of resource and income limitations of any public benefit program to which the Beneficiary is entitled. The Trustee may consider the future needs of a Beneficiary when making distributions or when considering requests for distributions. The Trustee should refuse any request for payments from this Trust for services that any public or private agency has the obligation to provide to Beneficiaries who otherwise qualify for such assistance.

5.3 Non-exclusive Examples of Appropriate Distributions. The following examples illustrate the types of non-support payments that are appropriate for the Trustee to make from this Trust to, or for the benefit of, a Beneficiary. Such examples are not exclusive and include:

- a) available medical, dental, and diagnostic work and treatment for which there are no private or public funds;
- b) though medical procedures that are desirable in the Trustee's sole discretion, even though they may not be medically necessary or life saving;
- c) supplemental nursing care, rehabilitative and/or occupational therapy services;
- d) differentials in cost between housing and shelter for shared and private rooms in institutional settings;
- e) care appropriate for a Beneficiary that assistance programs may not or do not otherwise provide;
- f) expenditures for travel, companionship, experiences, and expenses in bringing a Beneficiary's siblings and others for visitation;
- g) items of a similar nature to those contained in sub-sections a - f above, and such items as may be specified in a Joinder Agreement.

5.4 The Trustee, in its sole and absolute discretion, may make any payment from a Trust sub-account as follows:

- a) directly to a Beneficiary;
- b) in any form allowed by law;
- c) to any person deemed suitable by the Trustee; and/or,
- d) by direct payment for the expenses of a Beneficiary.

#### **Article VI Distributions at the Beneficiary's Death**

Upon the death of a Beneficiary, any amounts that remain in that Beneficiary's Trust sub-account shall be deemed surplus Trust property and shall be retained by the Trust. In the Trustee's sole discretion, such retained surplus Trust property shall be used in accord with the following provisions:

- a) for the direct or indirect benefit of other Beneficiaries;
- b) to add disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), who are indigent to the Trust as Beneficiaries; or,
- c) to provide disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication, or services deemed suitable for such persons by the Trustee.

Gifts or devises to the Trust shall be similarly treated unless a specific purpose is specified by the donor. To the extent surplus Trust property is not retained by the Trust, such property shall be distributed to each state in which the Beneficiary received government assistance, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf.

#### **Article VII Termination of Trust or Trust Sub-accounts**

7.1 Options Upon Termination of Trust. Every reasonable attempt will be made to continue the Trust for the purposes for which it has been established. It is recognized, however, that the Trustee cannot reasonably be expected to know how future developments in the law, including administrative agency and judicial decisions, may affect the Trust or any of the Trust sub-accounts. If the Trustee has reasonable cause to believe that the income or principal in any Trust sub-account maintained for any Beneficiary will be required to be used for the care of a Beneficiary that has been, or would otherwise be, provided by local, state, or federal government, or an agency or department thereof, the Trustee may, in its sole and absolute discretion, exercise one of the following provisions:

- had
- in
- Article VI;
- according
- separate
- representative.
- a) terminate the affected Beneficiary's Trust sub-account as though that Beneficiary died and treat the property in the sub-account according to the provisions above in Article VI;
  - b) determine that the Trust has become impossible to implement for the affected Beneficiary and treat the property in that Beneficiary's Trust sub-account according to the provisions found below in paragraph 7.2; or,
  - c) continue to administer the affected Beneficiary's Trust sub-account under separate arrangement with the affected Beneficiary or such Beneficiary's legal representative.

Before making any distribution under this paragraph 7.1, the Trustee should consider the tax, Medicaid, and other public benefit consequences to the Beneficiary of any particular distribution.

7.2 Refunds to Grantor Permitted. The Trustee, in its sole and absolute discretion, may refund all or any portion of the property in a Trust sub-account to a Grantor, excluding any court, if it becomes impossible to fulfill the conditions of the Trust with regard to the respective Beneficiary for reasons other than the death of the Beneficiary. In the event such Grantor is not living at the time the Trustee makes a refund, then payment may be made to the estate of the Grantor.

### **Article VIII Administrative Provisions Relating to Trust Sub-accounts**

8.1 Establishment and Maintenance of Trust Sub-accounts. A separate Trust sub-account shall be established and maintained for the sole benefit of each Beneficiary, but the Trust shall pool these sub-accounts for investment and management purposes. The Trustee, or the Trustee's authorized agents, shall maintain records for each Trust sub-account in the name of, and showing the contributed property for, each Beneficiary.

8.2 Reports to the Beneficiaries. The Trustee shall report at least annually to each Beneficiary or to such Beneficiary's legal representative. Such report shall include a complete statement of the Trust sub-account assets and all of the receipts, disbursements and distributions to or from such Trust sub-account occurring during the reporting period. Further, the Trustee shall also furnish a financial statement concerning the Trust at least annually.

8.3 Inspection of Trust Records by Beneficiary. The Trust sub-account records maintained by the Trustee, along with all Trust records or documentation, shall be available and open at all reasonable times for inspection by the Beneficiary, the legal representative of the Beneficiary, or both. The Trustee shall not be required to furnish Trust records, sub-account records, or documentation to any individual, corporation, or other entity who: a) is not a Beneficiary; b) is not the legal representative of a Beneficiary; or, c) does not have express written authorization of the Beneficiary to receive such information. The Trustee's decision shall be the sole and final determination as to the sufficiency of any and all written authorizations or requests for records and/or documentation.

8.4 Costs of Defending Trust. Costs and expenses of defending the Trust, or any Trust sub-account, including attorneys' fees incurred prior to, during, or after trial, and on appeal, against any claim, demand, legal action, equitable action, suit, or proceeding may, in the sole discretion of the Trustee, be:

- a) apportioned on a pro rata basis to all Trust sub-accounts; or,
- b) charged only against the Trust sub-account that is affected by the action defended against.

## **Article IX Trustee Provisions**

9.1 Trustee May Seek Advice. The Trustee may, in performing its duties under this Trust, seek the advice and assistance of any person or entity it deems to be appropriate, including, but not limited to, any federal, state, and/or local agencies that are established to assist people with disabilities.

9.2 Designation of Co-Trustee. The Trustee may designate a Co-Trustee, or Co-Trustees, as it may deem, in its sole and absolute discretion, to be necessary or advisable.

9.3 Trustee Identification of Programs. The Trustee may, but is not required to, use surplus trust property as it becomes available to assist in identifying private or governmental programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries, or to create programs when such programs do not exist. In no event, however, shall the Trustee be liable to any Beneficiary for failure to identify all programs or resources that may be available to such Beneficiary or to create programs when such programs do not exist.

9.4 Scope of Trustee's Power. Except as otherwise provided in this Declaration, and for so long as the Trustee is prudent in administering the Trust, the Trustee may serve without bond and may exercise all powers under any and all Federal and Florida laws that may exist and be applicable to the Trust, in effect on or after the execution of Joinder Agreements by the Grantors.

9.5 Trustee's Discretion to Accept Beneficiaries. If the Social Security Administration or any authorized governmental entity has not made a determination that the Beneficiary is a disabled person, the Trustee is authorized to accept such Beneficiary within its discretion if it has made a determination that the Beneficiary is a disabled person as defined in 42 U.S.C. § 1382c (a)(3).

9.6 Trustee to Receive Full Consideration for Trust Assets. No authority described in this Declaration, or available to trustees pursuant to applicable law, shall be construed to enable the Trustee to purchase, exchange, or otherwise deal with or dispose of the assets of any Trust sub-account for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the assets of any Trust sub-account, directly or indirectly, without adequate interest or security.

9.7 Trustee Entitled to Reasonable Compensation. The Trustee and any Co-trustee(s), including their agents, shall be entitled to reasonable compensation and to reimbursement of costs and expenses properly incurred in the management and/or administration of the Trust. Payment shall be made in accord with a schedule of fees and charges as specified in the Joinder Agreement.

9.8 Trustee Resignation; Successor Trustees. The Trustee may resign upon written notice to the Beneficiaries and to the Co-trustee(s), if the Trustee has named any Co-trustee(s),

at the time of the Trustee's resignation. The Trustee shall designate a successor Trustee, unless there exists an agreement with a Co-trustee that contains a contrary provision, in which event such agreement shall control. A successor Trustee shall assume its duties under this Declaration without any liability for the acts or omissions of any predecessor Trustee. The provisions of this paragraph 9.8 shall also control if the Trustee ceases to exist, is dissolved, or can no longer serve as Trustee for any other reason. In conjunction with any action taken under this paragraph 9.8, a final accounting shall be made by the Trustee to the Beneficiaries and to the Co-trustee(s), if any.

9.9 Indemnification of Trustee. The Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties, and against all costs and expenses, including attorney's fees and disbursements and the cost of reasonable settlements, imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, demand, action, suit, or proceeding in which he, she, or it may be involved by reason of being or having been a Trustee or affiliated with a Trustee as set forth above, whether or not he, she, or it shall have continued to serve as such at the time of incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. However, the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, shall not be indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, may be entitled as a matter of law or otherwise.

## **Article X General Provisions**

10.1 No Requirement to Furnish Bond. Neither the Trustee, nor any Co-trustees, shall be required to furnish bond for the faithful performance of any duties created under this Declaration. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond.

10.2 Trust to Be Free From Court Supervision. The Trust established under this Declaration shall be administered free from the active supervision of any court. However, any proceedings to seek judicial instructions or a judicial determination may be initiated by the Trustee, or any Co-Trustee that is specifically named as such by the Trustee, in any court having jurisdiction of matters relating to the construction and administration of trusts, unless an agreement between the Trustee and a Co-trustee provides to the contrary, in which event such agreement shall control.

10.3 Governing Law. This Trust shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Florida.

10.4 Severability. Any provision of this Declaration that is adjudged invalid or unenforceable under the laws of any place where the terms of the Declaration are to be performed,

or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere of the other provisions of this Declaration.

10.5 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Declaration of Trust.

IN WITNESS WHEREOF, the undersigned hereby subscribes to the above Declaration of Trust on the date and year first written above.

WITNESSES:

FAMILY NETWORK ON DISABILITIES OF FLORIDA, INC.

Carla J. Elliott  
CARLA J. ELLIOTT  
Principal

By: Phillip R. Coleman  
PHILLIP R. COLEMAN

Printed Name

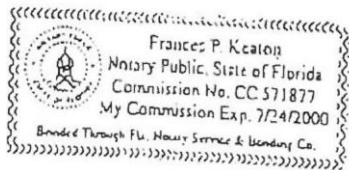
Diane D. Halland  
Diane D. Halland  
Printed Name

Its: President

State of Florida            ))  
County of St. Johns        ))

The foregoing Declaration was acknowledged before me Frances P. Keaton, of January, 1999, by Phillip R. Coleman M who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

Frances P. Keaton  
NOTARY





**Amendment to Declaration of Trust**

The Declaration of Trust executed by the Family Network on Disabilities of Florida, Inc., on January 26, 1999 (the "Declaration"), is hereby amended as follows:

1. Section 1.2 of the Declaration is amended to read as follows:

"The name of the Trust established under this Declaration is the Family Network on Disabilities National Pooled Trust (the "Trust")."

2. The final sentence of Article VI, Distributions at the Beneficiary's Death, is amended as follows:

"To the extent surplus Trust property is not retained by the Trust, such property shall be distributed to each state in which the Beneficiary received Medicaid assistance, based on each state's proportionate share of the total Medicaid assistance paid by all of the states on the Beneficiary's behalf."

3. All other provisions of the Declaration are hereby confirmed and restated.

IN WITNESS WHEREOF, the undersigned hereby executes this Amendment to Declaration of Trust on this/(\$): day of May, 2010.

FAMILY NETWORK ON DISABILITIES  
OF FLORIDA, INC.

kn\ -evt /  
Printeo Name

By: Jennifer Morgan-Byrd  
Jennifer Morgan-Byrd  
Printed Name

Its: President

STATE OF FLORIDA ))  
                                  ))  
COUNTY OF LR-en  ))

The foregoing Amendment to Declaration of Trust was acknowledged before me this        day of May, 2010, by Jennifer Morgan Byrd [ hois personally known to me o [ ] who has produced identification as follows:

Carol Bryant  
Carol Bryant  
Notary Public  
CAROL BRYANT  
COMMISSION # BP027789  
EXPIRES December 01, 2013  
Notary Public

**Second Amendment to Declaration of Trust**

The Declaration of Trust executed by the Family Network on Disabilities of Florida, Inc., on January 26, 1999, as amended (the "Declaration"), is hereby amended as follows:

1. Section 5.3 of the Declaration is hereby deleted in its entirety and the current Section 5.4 is hereby renumbered as Section 5.3.
2. Article VII, Termination of Trust or Trust Sub-accounts, is hereby amended as follows:

**"Article VII**

**Termination of Trust or Trust Sub-accounts**

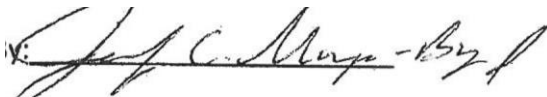
Every reasonable attempt will be made to continue the Trust for the purposes for which it has been established. It is recognized, however, that the Trustee cannot reasonably be expected to know how future developments in the law, including administrative agency and judicial decisions, may affect the Trust or any of the Trust sub-accounts. If the Trustee has reasonable cause to believe that the income or principal in any Trust sub-account maintained for any Beneficiary will be required to be used for the care of a Beneficiary that has been, or would otherwise be provided by a local, state, or the federal government, or an agency or department thereof, the Trustee may, in its sole and absolute discretion, terminate the affected Beneficiary's Trust sub-account as though that Beneficiary had died and treat the property in the Trust sub-account according to the provisions above in Article VI."

3. All other provisions of the Declaration are hereby confirmed and restated.

IN WITNESS WHEREOF, the undersigned hereby execute this Second Amendment to Declaration of Trust on this 11 day of November, 2012.

**Family Network on Disabilities of  
Florida, Inc., Trustee**

WITNESS SIGNATURES (2)



Jennifer C. Morgan-Byrd

Printed Name

Signature Title: President

1. C:\&-Dla.W.<d1- t<...

Signature

"3<i00 \0cl.1":e lCt.vYle.wt, :la\_

Please Print Name

2. '01..

Signature

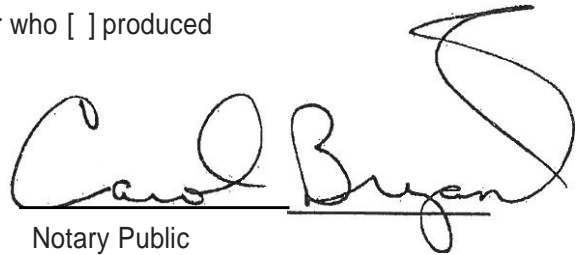
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Please Print Name

CAROL BRYANT  
MY COMMISSION # 00927789  
EXPIRES: December 31, 2013  
Notary Public Leon County, Florida

STATE OF FLORIDA            ))  
COUNTY OF LEON            ))

Sworn to and subscribed before me this day of November, 2012, by  
Jennifer Morgan-Byrd, who *(vfls)* personally know by me, or who [ ] produced  
\_\_\_\_\_ as identification.

  
Notary Public

Carol Bryant

**Third Amendment to Declaration of Trust**

The Declaration of Trust executed by the Family Network on Disabilities of Florida, Inc., on January 26, 1999, as amended (the "Declaration"), is hereby amended as follows:

1. Article VII, Termination of Trust or Trust Sub-accounts, as amended in the Second Amendment to Declaration of Trust dated November 19, 2012, is hereby deleted in its entirety.

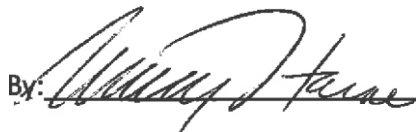
2. Article VIII, section 8.4, is amended to read:

"8.4 Costs of Defending Trust. Costs and expenses of defending the Trust, or any Trust sub-account, including attorneys' fees incurred prior to, during, or after trial, and on appeal, against any claim, demand, legal action, equitable action, suit, or proceeding may, in the sole discretion of the Trustee, be charged against the Trust sub-account established on behalf of the individual beneficiary that is affected by the action defended against. Any such costs, expenses, and fees shall not be apportioned on a pro rata basis to all Trust sub-accounts unless all sub-accounts are affected by the action defended against."

3. All other provisions of the Declaration are hereby confirmed and restated.

IN WITNESS WHEREOF, the undersigned hereby execute this Second Amendment to Declaration of Trust on this 5--fA day of May, 2016.

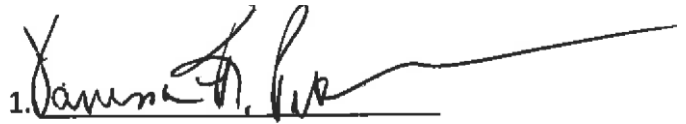
**Family Network on Disabilities of  
Florida, Inc., Trustee**

By:   
Nancy Fontaine

Printed Name

Its: President

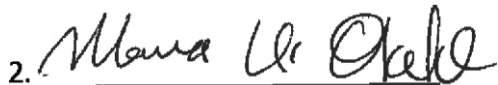
WITNESS SIGNATURES (2)

1. 

Signature

Vanessa Pitt

Please Print Name

2. 

Signature

M-dt'IA IUJ QkEA

Please Print Name



Sworn to and subscribed before me this D day of May, 2016, by Nancy Fontaine, who [ ] is personally known by me, or who [ ] produced \_\_\_\_\_ as identification.

Patty Ball Thomas  
Notary Public

**Fourth Amendment to Declaration of Trust**

The Declaration of Trust executed by the Family Network on Disabilities of Florida, Inc., on January 26, 1999, as amended (the "Declaration"), is hereby amended as follows:

1. Article 11, section 2.3, is amended to read:

"2.3 "Granter" means a parent, grandparent, or legal guardian of a Beneficiary, a Beneficiary himself or herself, or any other person or entity acting pursuant to an order by a court, who contributes money and/or property to the Trust."

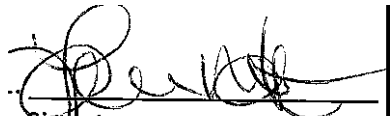
2. All other provisions of the Declaration are hereby confirmed and restated.

IN WITNESS WHEREOF, the undersigned hereby execute this Fourth Amendment to the Declaration of Trust on this 12<sup>th</sup> of March, 2021.

Family Network on Disabilities of  
Florida, Inc. Trustee

WITNESS SIGNATURES (2)

J2(C HfiiL) Od NJCU6  
Printed Name  
Its: CEO/ Trustee

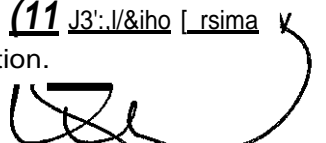
  
Signature  
Kaara Mattson  
Please Print Name

2 Llyh  
sigV Vnb tJeel-e0  
Please Print Name

STATE OF FLORIDA ))  
COUNTY OF PINELLAS))

Sworn to (or affirmed and sub - before me by means of ysical presence or [ ] online  
notarization, this Eday of:' (year), by IZ, 1 LJyU7, (11 J3: .l/ &iho [ rsima v  
known by me, or who [] produced as identification.

ii, "-;  
Notary Public Stall of Florida  
Kelly Gordon McCall  
Commission #13882  
My  
Exp: NIS 10/23/2024

  
Notary Public

## Exhibit "B"

### Grantor and Beneficiary Information

Please be as thorough as possible when completing this section. This information is necessary for administering the Trust for the Beneficiary's best possible interest.

#### Grantor Information

(This is the person who will sign the Joinder Agreement)

Name:		
Address:		
Telephone:	(day)	(evening)
Birth date:		
Social Security Number:		
Relationship to Beneficiary:		

#### Beneficiary Information

(This is the person who will be a Beneficiary of the Pooled Trust)

Name:		
Address:		
Telephone:	(day)	(evening)
Birth date:		
Social Security Number: Medicaid Card Number:		

Grantor's Initials \_\_\_\_\_

Name:	
	<i>If the Beneficiary is a Minor, Please Provide:</i>
Mother's Name:	SS#
Father's Name:	SS#

Does the Beneficiary have a legal representative?    Yes.     No.  If yes, please provide the representative's name, address, telephone number, and relationship to the Beneficiary.

Name:	
Address:	
Telephone:	(day) <input type="text"/> (evening) <input type="text"/>
Relationship:	

Please check the description that best describes the correct legal relationship:

Legal Guardian	Conservator	Representative Payee	Power of Attorney
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other (please explain)

What is the specific nature of the Beneficiary's disability? Also, if the Beneficiary's condition has been medically diagnosed, what is that diagnosis?

What is the Beneficiary's current prognosis?

Grantor's Initials \_\_\_\_\_



## Government Assistance

Please indicate all forms of government assistance that the beneficiary receives.

Social Security	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Supplemental Security	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Income (SSI)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Institutional Care Program (Long Term Nursing Home Care)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Medically Needy Program	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
MEDS-AD	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Medi-Kids	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Protected Medicaid	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Home or Community Based Medicaid Waiver Programs	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Optional State Supplementation (OSS)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Home Care for the Elderly and Disabled (HCE/DA)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>
Food Stamps	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure	<input type="checkbox"/>

List any other government assistance that the Beneficiary receives or has applied for:

List all forms of government assistance which have been denied or discontinued to the Beneficiary, including the approximate dates:

Grantor's Initial \_\_\_\_\_

### Insurance Information

If the Beneficiary is covered under any policy of health care insurance, please provide the insurer's name, address, and the policy number.

Insurer:	
Address:	
Policy Number:	

If the Beneficiary is covered under any prepaid funeral or burial insurance, please provide the insurer's name, address, and the policy number.

Insurer:	
Address:	
Policy Number:	

Grantor's Initials \_\_\_\_\_

## Exhibit "C"

### Proof of Grantor's Status to Establish Trust on Behalf of Beneficiary

Under current law, only the beneficiary's parents, grandparents, legal guardian, the beneficiary himself or herself, or someone acting at the direction of a court may establish the Trust on behalf of the beneficiary. If you are anyone other than the beneficiary, then please include documents that verify that you fall within one of these permissible categories.

#### **ALL GRANTORS MUST PROVIDE A PHOTOCOPY OF THEIR DRIVER'S LICENSE OR OTHER PHOTO IDENTIFICATION**

**In addition to the Grantor's photo I.D.**, the list below illustrates the types of documents that must be submitted to establish the Grantor's relationship to the Beneficiary and/or the status to contribute to the Trust.

1. Beneficiary as the Grantor.      Your photo I.D. will be enough.
2. Parent(s) as Grantors.      Include a copy of your son or daughter's birth certificate.
3. Grandparent(s) as Grantors.      Include a copy of your son or daughter's birth certificate and a copy of your grandchild's birth certificate.
4. Legal Guardian/Conservator as Grantor.      Include copies of your Letters of Guardianship/Conservatorship.
5. Court as Grantor.      If you are acting at the direction of a Court, include a copy of the Court Order that directs you to execute the Joinder Agreement.

The documents listed above are examples only and are not intended to be exhaustive or all inclusive. Any document that establishes the Grantor's relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient. Please note, however, that the documents provided must clearly and unequivocally establish the Grantor's status.

Grantor's Initials \_\_\_\_\_

Exhibit "D"

Disclaimer Regarding Legal Advice

BY MY SIGNATURE below, I freely and openly acknowledge that:

- 1) neither the Non-Profit Trustee, nor any of its employees and/or agents, have offered or given me any legal advice regarding the Joinder Agreement and/or the Trust;
- 2) neither the Non-Profit Trustee, nor any of its employees and/or agents, have offered or given me any legal advice regarding the Joinder Agreement and/or the Trust regarding the suitability of the Joinder Agreement and/or the Trust as it may apply to my particular circumstances;
- 3) neither the Non-Profit Trustee, nor any of its employees and/or agents, have offered or given me any legal advice regarding the Joinder Agreement and/or the Trust regarding the suitability of the Joinder Agreement and/or the Trust as it may apply to the particular circumstances of the Beneficiary; and,
- 4) I have been encouraged to, and have had a full, complete, and fair opportunity to seek independent legal counsel, whether or not I have chosen to do so.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Grantor

Grantor's Initials \_\_\_\_\_

Exhibit "E"  
Trustee Fees

1. Annual Fee.

(A) The annual Trustee fee as of the date the Agreement is accepted and approved shall be a total of 1.95% of the assets held in the Beneficiary's Pooled Trust sub-account, and a prorated annual Trustee fee shall be deducted and earned upon creation of the Beneficiary's sub-account. Thereafter, the annual Trustee fee shall be calculated as of July 1 of each subsequent year or at such time as shall be determined by the Trustee. The annual Trustee fee shall be paid in advance each year (or portion thereof) and is deemed earned by the Trustee upon payment. Under those circumstances when income is assigned to, and/or deposited in, the Beneficiary's sub-account, the annual projected income shall be taken into account and used to value and arrive at the total assets held in the Beneficiary's sub-account, each year following payment of the initial annual Trustee fee.

(B) The annual Trustee fee covers administrative services and performance of general trustee functions. The annual Trustee fee does not cover or include charges or fees for the following items which may be requested by and/or provided on behalf of beneficiaries: investment management services; custodial services; overnight delivery services; stop payment charges; early pay out charges; commissions or similar charges incurred incident to the management of the assets of the trust; bill payment services; fees for consultants; trust development fees or compensation, whether incurred or paid by or payable to the Trustee, money manager, custodian, consultants, or other third parties; similar charges or fees to those set forth herein; and/or any and all other extraordinary charges which may be incurred by the Trustee, co-trustee, money manager and/or custodian. Said charges or fees may be incurred and/or authorized by the Trustee on behalf of abeneficiary or beneficiaries at the Trustee's sole and absolute discretion and shall be debited to a beneficiary's sub-account, as appropriate, at the direction of the Trustee and without requiring the authorization, consent or foreknowledge of the grantor and/or beneficiary affected.

2. Administrative Fee. A one-time administrative fee of \$1250.00 for setting up the Beneficiary's Trust sub-account.

Grantor's Initials \_\_\_\_\_