

MSA Trust Sub-Account Numbers
(Assigned by the Trustee):

EIN _____
Case # _____

**JOINDER AGREEMENT
SPECIAL NEEDS TRUST FOUNDATION
SELF-SETTLED MASTER TRUST
MEDICARE SET-ASIDE (MSA) SUPPLEMENT**

A. Beneficiary's Name: _____

B. Medicare Set-Aside Agreement:

1. Does the Beneficiary have a **MSA**? Yes: _____ No: _____

If so, what is the amount? \$ _____

_____ Lump Sum OR _____ Annuity Frequency: \$ _____ monthly for _____ years

2. What is the name, address and telephone number of the **MSA Vendor**?

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

3. What is the name, address and telephone number of the **Beneficiary's Caseworker**?

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

C. MSA Vendor Fees and Expenses:

The Beneficiary's SNT shall pay fees and expenses incurred by the MSA Vendor.

D. MSA Disbursements:

Disbursements of any principle or income from the designated MSA funds shall be made at the sole and absolute discretion of the designated MSA Vendor contracted for the maintenance of that portion of the trust. MSA Vendor shall make payments only for medical expenses that would otherwise be covered by Medicare and related to the insurance settlement from which funds were used to establish the MSA. Funds utilized for MSA purposes are limited by the amount of the contribution, whether funded as a lump sum or annually via a financial instrument such as a structured settlement annuity. In the event of an exhaustion of MSA funds, whether in total or on an annual basis pending the next installment, MSA Vendor shall contact Medicare and inform it of its need to resume coverage of the injury in question.

MSA Vendor shall perform all accounting and reporting functions necessary to comply with policies established by the Centers for Medicare and Medicaid Services (CMS). MSA Vendor shall refuse any request for disbursement from a Trust Beneficiary's MSA funds for services neither related to the insurance settlement, nor otherwise covered by Medicare. Any payments made in error that should have otherwise been made from the trust shall be repaid to the MSA from the trust.

E. MSA Vendor:

1. The SNTF may retain or terminate an MSA Vendor without obtaining the consent of the Grantor, the Beneficiary, or his or her Beneficiary Advocate.

2. The MSA Vendor shall be responsible for evaluation and determination of disbursement requests from funds within the trust identified as MSA funds in accordance with policies established by the CMS to ensure that Medicare remains secondary payer in situations related to the underlying insurance settlement. MSA Vendor shall not be responsible for any investment or physical possession of the MSA funds and shall perform solely administrative functions related thereto. MSA Vendor shall request payments made from MSA funds directly by the Trustee to medical service providers who rendered services deemed appropriate to be paid with MSA funds.

3. A MSA Vendor may resign or may be removed by the SNTF upon thirty (30) days written notice, and, if applicable, subject to confirmation by any court retaining jurisdiction over a Beneficiary's trust affected by the resignation or removal. If a MSA Vendor resigns or is removed, the SNTF shall select a Successor MSA Vendor and give written notice thereof to the Beneficiary and to their Beneficiary Advocate. The Successor MSA Vendor shall be selected by the SNTF as soon as practicable after notice of resignation is received by the SNTF or notice of removal of the MSA Vendor is provided by the SNTF. Any MSA Vendor that resigns or is removed shall serve until another person or entity accepts being appointed Successor MSA Vendor. Any Successor MSA Vendor shall act without any liability for the acts or omissions of any predecessor MSA Vendor. If required by court order, the appointment of a MSA Vendor or any successor MSA Vendor shall be done only with court approval.

F. Distribution Upon Termination of Trust:

Medicare requires that an MSA account remain open for a reasonable period following the death of a Beneficiary in order to allow time enough for final claims to be made by medical service providers. Once it has been determined that all MSA claims have been paid from the MSA designated funds, the remaining funds shall become incorporated into Beneficiary's individual sub-account as part of the Remainder Amount. Final Accounting shall be made by MSA Vendor to CMS at that time. Expenses for MSA Vendor to wind-up MSA portion of the trust may be paid prior to the payment of state reimbursement of medical expenses.

IN WITNESS WHEREOF, the undersigned Beneficiary or his/her legal representatives or designees has reviewed and signed this Medicare Set-Aside Supplement to the Joinder Agreement, understands it, and agrees to be bound by its terms, and the Trustee has accepted and signed this Medicare Set-Aside Supplement to the Joinder Agreement this _____ day of _____, 20____.

BENEFICIARY

BENEFICIARY'S LEGAL REP., TITLE
ATTACH SUPPORTING DOCUMENTATION

Approved and accepted:

TRUSTEE/SNTF Corporate Officer

DATE