



Amendment to First-Party Pooled Special Needs Trust Joinder Agreement With Medicare Set-Aside Account

Beneficiary Name: _____ Account Number: _____

The following Amendments are made to the Joinder Agreement dated: _____

10. Distributions of the Remainder Funds Upon the Death of the Beneficiary:

Upon the death of the Beneficiary, no further payment requests will be fulfilled.

CCT shall direct the Trustee to first distribute to the state or agency of the state, in accordance with the valid regulations enacted by the state, the remaining assets of the Beneficiary’s account up to an amount equal to the total medical assistance paid on behalf of the Beneficiary under the state plan for medical assistance (“Reimbursement”). Such Reimbursement shall not exceed the amount of medical assistance payments which have been made on behalf of the Beneficiary and which have not otherwise been reimbursed as of his or her death. To the extent necessary to qualify this Trust as exempt under 42 U.S.C. 1396p(d)(4)(C), if the Beneficiary has resided in more than one state, reimbursement from the Trust shall be made to each state in which the Beneficiary received Medicaid, based on the states’ proportionate share of the total amount of Medicaid benefits paid by all of the states on behalf of the Beneficiary.

List all States from which the Beneficiary has ever received Medicaid benefits*:

*The Advocate has the obligation to immediately inform CCT of any future Medicaid benefits received from any state(s).

After such Reimbursement and subject to federal and state(s) Medicaid Reimbursement policy, the remaining assets shall be distributed to the Successor Beneficiaries in the proportions which are specified in this Joinder, or any Amendment to the Joinder Agreement Form. If the Joinder does not name Successor Beneficiaries, or in the event that the Reimbursement exceeds the value of the remaining assets in the Beneficiary’s account, then the assets shall be deemed to be surplus property and shall be retained by CCT and, in its sole discretion, used to further the mission of CCT, to the extent permitted under 42 U.S.C. 1396p.

This reimbursement provision shall be made in accordance with all applicable federal and state laws and regulations, and may change from time to time as such laws and regulations are amended, as is stated in the Commonwealth Community Trust First-Party Pooled Trust Master Trust Agreement.

Instructions for Naming Successor Beneficiaries and Contingent Beneficiaries

It is required that at least one Successor Beneficiary be named (See Section 10A). If a Successor Beneficiary is no longer living at the death of the Beneficiary, his or her share shall be distributed to the named Contingent Beneficiary (ies). Additional Successor Beneficiaries and Contingent Beneficiaries can be added (See Section 10B and Section 10C). An individual or charity can be named as a Successor Beneficiary and/or Contingent Beneficiary. Naming CCT as a Successor Beneficiary and/or Contingent Beneficiary, supports the organization’s mission to serve people with disabilities.

If an individual Successor Beneficiary predeceases the Beneficiary, or an entity named as a Successor Beneficiary is no longer in existence, and there is no Contingent Beneficiary named, the distribution to that individual or entity lapses and will be divided among the remaining Successor Beneficiaries who are then living or in existence. If an individual Contingent Beneficiary predeceases the Beneficiary, or an entity named as a Contingent Beneficiary is no longer in existence, the distribution to that individual or entity lapses and will be

divided among the remaining Contingent Beneficiaries to that Successor Beneficiary who are then living or in existence. If there are no Contingent Beneficiaries then living or in existence, such remaining funds shall be distributed to Commonwealth Community Trust.

Important: The Grantor is required to list any Primary Beneficiaries and Contingent Beneficiaries (and their contact information) and agrees that CCT's liability for payment under this Section 10 is limited to the beneficiaries known to CCT based upon the information noted in this Joinder Agreement and the Grantor(s) agree to otherwise hold CCT harmless with respect to payment hereunder. The determinations of CCT regarding payment under this Section 10 shall be final and binding on all parties. The Grantor can complete the Amendment to the Joinder Agreement Form to change Successor Beneficiaries and/or Contingent Beneficiaries (must be completed, signed, and notarized).

A. Successor Beneficiary A* (Required):

Name _____ **SSN** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **Work Phone** _____

Cell Phone _____ **Email Address** _____

Percentage A (required) _____ %

If more than one Successor Beneficiary is named, the total of all Successor Beneficiaries must equal 100%. (See Section 10D)

***If Successor Beneficiary A is no longer living at the death of the Beneficiary, his or her share shall be distributed to the following Contingent Beneficiary (ies).**
Example: A1: 25% + A2: 25% + A3: 50% = 100%

A1. Contingent Beneficiary to Successor Beneficiary A:

Name _____ **SSN** _____ **Percentage A1** _____ %

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **Work Phone** _____

Cell Phone _____ **Email Address** _____

A2. Contingent Beneficiary to Successor Beneficiary A:

Name _____ **SSN** _____ **Percentage A2** _____ %

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **Work Phone** _____

Cell Phone _____ **Email Address** _____

A3. Contingent Beneficiary to Successor Beneficiary A:

Name _____ **SSN** _____ **Percentage A3** _____ %

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **Work Phone** _____

Cell Phone _____ **Email Address** _____

Total Percentage for ALL Contingent Beneficiary(ies) to Successor Beneficiary A
 (must total 100%) _____ %

B. Successor Beneficiary B*:

Name _____ SSN _____
Address _____ City _____ State _____ Zip _____
Home Phone _____ Work Phone _____
Cell Phone _____ Email Address _____
Percentage B _____ %
If more than one Successor Beneficiary is named, the total of all Successor Beneficiaries must equal 100% (See Section 10D).

***If Successor Beneficiary B is no longer living at the death of the Beneficiary, his or her share shall be distributed to the following Contingent Beneficiary (ies).**

Example: B1: 25% + B2: 25% + B3: 50% = 100%

B1. Contingent Beneficiary to Successor Beneficiary B:

Name _____ SSN _____ Percentage B1 _____ %
Address _____ City _____ State _____ Zip _____
Home Phone _____ Work Phone _____
Cell Phone _____ Email Address _____

B2. Contingent Beneficiary to Successor Beneficiary B:

Name _____ SSN _____ Percentage B2 _____ %
Address _____ City _____ State _____ Zip _____
Home Phone _____ Work Phone _____
Cell Phone _____ Email Address _____

B3. Contingent Beneficiary to Successor Beneficiary B:

Name _____ SSN _____ Percentage B3 _____ %
Address _____ City _____ State _____ Zip _____
Home Phone _____ Work Phone _____
Cell Phone _____ Email Address _____

Total Percentage for ALL Contingent Beneficiary(ies) to Successor Beneficiary B
(must total 100%) _____ %

C. Successor Beneficiary C*:

Name _____ SSN _____
 Address _____ City _____ State _____ Zip _____
 Home Phone _____ Work Phone _____
 Cell Phone _____ Email Address _____
Percentage C _____ *If more than one Successor Beneficiary is named, the total of all Successor Beneficiaries must equal 100% (See Section 10D).*
 %

***If Successor Beneficiary C is no longer living at the death of the Beneficiary, his or her share shall be distributed to the following Contingent Beneficiary (ies) as described in Section 10A and Section 10B.**

C1. Contingent Beneficiary to Successor Beneficiary C:

Name _____ SSN _____ **Percentage C1** _____ %
 Address _____ City _____ State _____ Zip _____
 Home Phone _____ Work Phone _____
 Cell Phone _____ Email Address _____

C2. Contingent Beneficiary to Successor Beneficiary C:

Name _____ SSN _____ **Percentage C2** _____ %
 Address _____ City _____ State _____ Zip _____
 Home Phone _____ Work Phone _____
 Cell Phone _____ Email Address _____

Total Percentage for ALL Contingent Beneficiary(ies) to Successor Beneficiary C
 (must total 100%) _____ %

Provide an attachment with additional Successor Beneficiaries and Contingent Beneficiaries, if desired.

D. Summary (required if more than once Successor Beneficiary is named)			
Name of Successor Beneficiary A: _____	Percentage A	_____	%
Name of Successor Beneficiary B: _____	Percentage B	_____	%
Name of Successor Beneficiary C: _____	Percentage C	_____	%
Total Percentage for ALL Successor Beneficiaries (must total 100%)			_____ %

Other Amendments to the Joinder Agreement, if any (specify paragraph(s) and amendment(s)):

THIS AMENDMENT NEEDS TO BE SIGNED IN FRONT OF A NOTARY.

In Witness Whereof – The undersigned Grantor(s) has/have signed this agreement and understand(s) same and agree(s) to be bound by the terms thereof this ____ day of _____, 20____.

Grantor's Signature

Grantor's Signature

STATE OF _____ CITY/COUNTY OF _____

TO-WIT: The foregoing Joinder Agreement, dated _____ was acknowledged before me by _____ and _____, Grantor(s), this ____ day of _____, 20____.

My commission expires: _____
Notary Public

TO BE COMPLETED BY COMMONWEALTH COMMUNITY TRUST (CCT):

Commonwealth Community Trust hereby accepts the terms of this Joinder Agreement on this ____ day of _____, 20____.

By _____ Title: _____

STATE OF VIRGINIA, COUNTY OF HENRICO

TO-WIT: The foregoing Joinder Agreement, dated _____ was acknowledged before me by _____ and _____ on behalf of CCT, this ____ day of _____, 20____.

My commission expires: _____
Notary Public