

**JOINDER AGREEMENT  
TO  
THE ARC COMMUNITY TRUST OF PENNSYLVANIA**

**Note to Settlor(s): This document creates a separate trust account for the named Beneficiary and joins it to the pooled Trust created by the Master Trust Agreement. This is a legal document and creates an irrevocable trust account. Please make sure that your attorney reviews both documents and any related materials before you execute this Agreement.**

A. **Enrollment:** The undersigned Settlor hereby enrolls in The Arc Community Trust of Pennsylvania and adopts the Master Trust Agreement dated September 9, 2002 and revised January 5, 2004, February 16, 2005, and July 23, 2014, incorporated here by reference.

B. **Separate Trust Account number:** \_\_\_\_\_

C. **Settlor**

1. Name \_\_\_\_\_

2. Address \_\_\_\_\_  
\_\_\_\_\_

3. Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_

4. Social Security Number \_\_\_\_\_

5. Date of Birth \_\_\_\_\_

6. Relationship to Beneficiary \_\_\_\_\_

Note: If there is more than one Settlor, please use additional pages for this information.

D. **Beneficiary**

1. Name \_\_\_\_\_

2. Address \_\_\_\_\_  
\_\_\_\_\_

3. Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_

4. Social Security Number \_\_\_\_\_

5. Date of Birth \_\_\_\_\_

6. Place of Birth (Hospital, City, State) \_\_\_\_\_

7. Mother's Name \_\_\_\_\_ SSN \_\_\_\_\_

8. Father's Name \_\_\_\_\_ SSN \_\_\_\_\_

E. **Initial Property Designated as Trust Assets**

\_\_\_\_\_

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**F. Guardians or Representatives**

Please indicate whether the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary.

1. Name \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_
3. Title or Capacity \_\_\_\_\_
4. Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_
5. Social Security Number \_\_\_\_\_

Note: If there is more than one Legal Representative, please use additional pages for this information.

**G. Primary Representative**

Unless the Settlor(s) requests otherwise and until the Settlor is no longer able to serve as such, the Settlor shall be the Beneficiary's Primary Representative. When the Settlor can no longer serve in that capacity, the legal representative(s) listed above shall serve as Primary Representative. If the person(s) listed above are no longer available, please designate alternates for successor Primary Representatives. However, a Court-appointed Guardian supersedes any of these Representatives.

First Alternate:

1. Name \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_
3. Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_
4. Relationship \_\_\_\_\_

Second Alternate:

1. Name \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_
3. Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_
4. Relationship \_\_\_\_\_

Others authorized to request disbursements on behalf of the Beneficiary:

1. **Name and Relationship** \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_

3. Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_

1. Name and Relationship \_\_\_\_\_

2. Address \_\_\_\_\_  
\_\_\_\_\_

3. Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_

4. Relationship \_\_\_\_\_

For any others, please use additional pages.

**H. Income and Benefits**

Please list any non-governmental sources and amounts of income that the Beneficiary receives and any resources in the Beneficiary's name.

\_\_\_\_\_  
\_\_\_\_\_

Please indicate whether Beneficiary receives any of the following benefits:

Social Security \_\_\_\_ monthly amount \_\_\_\_\_

Social Security Disability Insurance (SSDI) \_\_\_\_ monthly amount \_\_\_\_\_

Supplemental Security Income (SSI) \_\_\_\_ monthly amount \_\_\_\_\_

Medicaid (Access Card) \_\_\_\_\_ card number \_\_\_\_\_

Please list other forms and amounts of government assistance.

\_\_\_\_\_

**I. Health/Medical Insurance**

Please list any health insurance policies (other than Medicaid and including Medicare).

1. Insurer \_\_\_\_\_

Address \_\_\_\_\_

Policy Number \_\_\_\_\_

2. Insurer \_\_\_\_\_

Address \_\_\_\_\_

Policy Number \_\_\_\_\_

**J. Funeral Plans**

Please provide the following information if the Beneficiary is covered by any prepaid funeral or burial plan:

Insurer \_\_\_\_\_ (continued)

Address \_\_\_\_\_

Policy Number \_\_\_\_\_

**K. Disability**

Please provide the following information on the Beneficiary's disability(ies):

1. Nature of the disability(ies) \_\_\_\_\_  
\_\_\_\_\_
2. Medical diagnosis, if available \_\_\_\_\_
3. Prognosis or plans \_\_\_\_\_  
\_\_\_\_\_
4. Any local, state, or federally funded services the Beneficiary is currently receiving  
\_\_\_\_\_  
\_\_\_\_\_
5. Name and address of primary care physician and, if appropriate, psychiatrist  
\_\_\_\_\_  
\_\_\_\_\_

**L. Distribution of Remainder on Death of Beneficiary**

Assets or funds still in the Beneficiary's separate trust account at the time of his or her death shall remain in the Trust for the benefit of other persons with disabilities who are active members of the Trust, to the maximum extent allowed by law, as stated in Article II of the Master Trust Agreement. However, in some Educational Trusts, unused funds may revert to the School District at a specified time.

**M. Distribution of Remainder on Termination of Trust**

It is possible, though unlikely, as described in Article XIV of the Master Trust Agreement that through a change in the law or a Court or agency decision a particular trust account or the whole Trust may end while the beneficiary is still alive. If this event should occur, assets would be distributed to the Beneficiary.

**Note: If the beneficiary has received Medical Assistance, and the assets are not retained for the benefit of other persons with disabilities, it will be necessary to pay back the Department of Public Welfare before making any other distribution.**

**N. Fees**

Settlor agrees to pay fees in accordance with the attached Schedule A, which may be amended from time to time. The Trustee is authorized to charge to the Beneficiary’s separate trust account any fees not paid in advance by the Settlor. The Settlor may choose to have all fees paid from the Beneficiary’s account.

Fees are not refundable.

1. The separate trust account will be managed and administered for the benefit of the Beneficiary.
2. Disbursements for any non-support items for benefit of the Beneficiary may be made, when in the discretion of the Trustee, supplemental needs are not being provided by any public agency or by any other available source of income.

**O. Distributions from Separate Trust Account**

The Settlor acknowledges that all distributions are at the Trustee’s sole and absolute discretion. Some Trusts may have limited uses. However, in setting up the separate trust account, the Settlor makes the following suggestions as to how the funds may be used:

\_\_\_\_\_Supplemental or incidental medical, dental, or related expenses in excess of those provided by or through government assistance programs

\_\_\_\_\_Training or education beyond that provided through government assistance programs, including books and materials

\_\_\_\_\_Social services, including personal visits and monitoring of placement, programs, and activities, beyond that provided by or through government assistance programs. These services may include visiting and evaluating, with or without the beneficiary, appropriate place for him or her to live.

\_\_\_\_\_Grooming services and other personal items beyond that provided by or through government assistance programs.

\_\_\_\_\_Recreation, entertainment, transportation, family visits, vacations, and travel beyond that provided through government assistance programs. This category may include appropriate pets and supplies.

\_\_\_\_\_Equipment and appliances, including assistive devices and computers, not provided by or through government assistance programs

\_\_\_\_\_Maintenance of residence, furniture, telephone/cable , and related expenses

\_\_\_\_\_Aides or companions and assistance for independent living beyond that provided by or through government assistance programs.

Comments: \_\_\_\_\_  
\_\_\_\_\_

**P. Miscellaneous**

1. The provisions of this Joinder Agreement may be amended as the Settlor and the Trustee may agree, provided that any amendment be consistent with the Arc Community Trust of Pennsylvania Master Trust Agreement and the law applicable at the time of amendment. However, after a separate trust account is funded, the Settlor may not revoke a transfer or amend Articles D and M of this Joinder Agreement.
2. Taxes
  - a) The Settlor acknowledges that the Trustee has made no representation to him or her that contributions to the Trust are deductible as charitable gifts or otherwise.
  - b) The Settlor acknowledges that the Trustee has made no representations as to the gift or tax consequences of directing funds to the Trust and has instructed him or her to seek independent legal advice.
  - c) Trust account income, whether paid in cash or otherwise distributed, may be taxable to the Beneficiary subject to applicable exemptions and deductions. The Trustee strongly recommends professional tax advice.
  - d) When Trust account income is taxable to the Trust, such taxes shall be paid from the applicable separate trust accounts.
3. The Trust managed by the Trustee is a pooled trust, formed and administered according to the provisions of 42 U.S.C. §1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act (OBRA) of 1993. In any conflict between the terms of this Trust and the governing law, the law and regulations shall control.

**Q. Acknowledgments by Settlor**

Each Settlor acknowledges that he or she has been instructed to have the Master Trust Agreement and this Joinder Agreement reviewed by an attorney before executing the Joinder Agreement.

The Trustee, its agents and employees, and their heirs and legal personal representatives shall not in any event be liable to any Settlor, beneficiary, or other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Settlor acknowledges the uncertain and changing nature of the laws, regulations, and guidelines pertaining to government benefits and thus agrees that the Trustee will not in any event be liable for any loss of benefits so long as the Trustee acts in good faith.

Each Settlor acknowledges that with the execution of the Joinder Agreement by him or her and the Trustee and the funding of an account for the Beneficiary, the separate trust account then created is **irrevocable**.

Each Settlor acknowledges that he or she has not been provided and is not relying on any representation of or any legal advice by the Arc Community Trust of Pennsylvania in deciding to execute this Joinder Agreement.

Each Settlor acknowledges and agrees to the following:

1. that he or she is entering into this Joinder Agreement freely and voluntarily;
2. that he or she has received a true and correct copy of the Master Trust Agreement and of this Joinder Agreement prior to the signing of the Joinder Agreement;
3. that he or she has reviewed and understands the legal, economic, and tax effects of these instruments; and that if he or she did not choose to have the Master Trust Agreement and Joinder Agreement reviewed by his or her own attorney, he or she voluntarily relinquishes that right;
4. that the Arc Community Trust of Pennsylvania or its designee is the Remainder beneficiary of the account established here, on the death of the Beneficiary.

IN WITNESS WHEREOF, the undersigned Settlor(s) has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms, and the Trustee has accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of

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

\_\_\_\_\_  
Settlor

\_\_\_\_\_  
Settlor

The Arc Community Trust of Pennsylvania

By \_\_\_\_\_  
Name

Title \_\_\_\_\_