INSTRUCTIONS FOR COMPLETING JOINDER AGREEMENT

In order to enroll in the Pooled Trust, a Joinder Agreement must be completed for each beneficiary. By signing the Joinder Agreement, the Settlor accepts the terms of The Family Trust Master Trust Agreement. The completed Joinder Agreement should be sent to:

The Family Trust
Pooled Trust
711 Bingham Street
Pittsburgh, PA 15203

Information about specific parts of the Joinder Agreement form:

1. Item B: The **Trust Account Number** will be completed by The Family Trust.

2. Item C: The **Settlor** is the person creating the account. It can be the individual with the disability, a parent, grandparent, legal guardian or a court. If the person signing is acting under a Power or Attorney or a Court appointment of guardianship, please attach a copy of that document to the Joinder Agreement.

3. Item D: The **Beneficiary** is the person with the disability who will benefit from the Trust.

4. Item E: Please list the beneficiary's current monthly **Income**.
   Supplemental Security Income (**SSI**) is a monthly cash benefit for people with disabilities whose income is low and whose assets do not exceed $2,000.
   Social Security Disability Income (**SSDI**) is a monthly payment based on the work history of the person with a disability or, in some cases, the work history of the person's parent(s).

5. Item F: Please list the beneficiary's **Health Insurance** benefits.
   Medicare is a Federal medical insurance program for people with disabilities who have been on SSDI for at least two years or people over age 65.
   Medical Assistance (Medicaid) is a Federal and State funded program administered in Pennsylvania by the Department of Human Services. It can cover medical expenses, medications and long term care expenses.

6. Items G and H: Please identify the beneficiary's **Mother** and **Father.**
   **Note: The Social Security numbers of the mother and father of the beneficiary are not critical to the application, but can be helpful in the event the person may be eligible for Social Security or other benefits based on a parent's work history.

7. Item I: Please identify if the beneficiary has a **Representative Payee, Agent Under Power of Attorney,** or **Court Appointed Guardian**. Please provide a copy of the Power of Attorney document or Guardianship Court Order, if applicable.

8. Item J: Please identify whether the beneficiary has a **Coordinator**. Examples include a Case Manager, Supports Coordinator, or Service Coordinator.

9. Item K: Please identify whether the beneficiary is receiving any other services and the contact individual for such services. Examples include Waiver services, OVR, etc.

10. Item L: The **Primary Representative** is someone who knows the person with the disability well and may request distributions from the trust for the benefit of the person. It is not mandatory to name a primary representative. Requests for distributions may come from sources other than the primary representative.

11. Item M: Please provide contact information for the **Attorney** involved in establishing the trust, if applicable.

12. Item N: Please indicate who should receive **Quarterly Account Statements**. Quarterly Account Statements may be sent to more than one individual.

13. Item O: Please indicate who should receive **Tax Information** for inclusion on the beneficiary's personal income tax return, if applicable. Only **one** individual can receive tax information. The Trust is subject to tax. Transfers into the Trust are not tax deductible. The Trustee will issue appropriate Federal and State tax forms on a yearly basis. Beneficiaries are encouraged to consult their own tax advisor.

14. Item P: Please provide information on any prepaid funeral or burial arrangements for the beneficiary.

15. Item Q: Provides information about the distribution of the remainder upon the beneficiary's death or upon early termination of the trust.

16. Item R: Provides information concerning trustee fees.

17. Item S: Describes the types of expenditures that are often made from trust accounts. The Settlor should initial where indicated and check the types of expenditures that may be requested from the beneficiary's trust account. If an item is not checked, but is later requested, the Trustee still has discretion to make the distribution. If an item is checked, the Trustee is not required to make a distribution for that item. The Trustee always has complete discretion over distribution from the beneficiary's trust account.

18. Item T: Miscellaneous provisions.

19. Item U: Acknowledgment by Settlor.

20. The Settlor(s) signs and dates the Joinder Agreement. An officer of The Family Trust will also sign the Joinder Agreement. The Family Trust will then send a copy of the Joinder Agreement and a package of information, including letters for the Beneficiary to send to the Social Security Administration and the Department of Human Services, to the Settlor.

21. Disclosure Statement: The Settlor and/or the beneficiary, or legal representative of the beneficiary, must review and sign and date the Disclosure Statement.

JOINDER AGREEMENT FOR
THE FAMILY TRUST MASTER TRUST AGREEMENT

THIS IS A LEGAL DOCUMENT. YOU ARE ENCOURAGED TO SEEK INDEPENDENT, PROFESSIONAL ADVICE BEFORE SIGNING.

A. **The undersigned Settlor hereby enrolls in and adopts The Family Trust Master Trust Agreement dated November 2, 1998, as amended on March 11, 2015, which is incorporated herein by reference**.

B. **Trust account number: _____**

C. **Settlor:**

Name:_____

Address: _____

_____

Telephone number: _____ Email address: _____

Relationship to Beneficiary: _____ Self _____ Parent _____ Grandparent
_____ Agent under POA _____ Court Appointed Guardian
**If there is more than one Settlor, provide the same information on additional pages.

D. **Beneficiary**:

Name: _____

Address: _____

_____

County of Residence: _____

Lives: _____ Alone _____ With parents/guardians/family ____ Group Home

Name of Group Home: _____

Date of Birth: _____

Social Security Number: _____

Telephone number: _____ Email address: _____

Nature of Disability and Diagnosis: _____

_____

Beneficiary (continued):

Gender: _____ Male _____ Female

Marital Status: _____ Single _____ Married _____ Divorced _____ Widowed

Race: _____ White/European _____ Black/African _____ Asian

_____ Pacific Islander _____ Native American/Alaskan

Ethnicity: _____ Non-Hispanic _____ Hispanic

E. Income:

Provide information on all income received by the beneficiary. If known, please include identification numbers under which the benefits are received and amounts.

SOCIAL SECURITY

SSI: Identification No. _____ Monthly Amount _____

SSDI: Identification No. _____ Monthly Amount _____

Social Security Retirement Identification No. _____ Monthly Amount _____

Social Security Survivors Identification No. _____ Monthly Amount _____

OTHER INCOME

Veterans Administration: Monthly Amount _____

Railroad Retirement: Monthly Amount _____

Black Lung: Monthly Amount_____

Public Assistance: Monthly Amount _____

Wages: Monthly Amount _____

Name of Employer _____

Pension: Monthly Amount _____

Name of Former Employer _____

Other: Type of Income_____ Amount_____

F. Health Insurance

Please indicate any health insurance coverage for the beneficiary and supply identification numbers if known.

_____ Medicare: Identification No.: _____

_____ Medical Assistance: Identification No.: _____

_____ Medicaid Waiver: Identification No.: _____

_____ Other: Name of Provider: _____

Policy No: _____

G. Mother

Name: _____

Address: _____

_____

Telephone Number: _____

Social Security Number: _____

Email Address: _____

H. Father

Name: _____

Address: _____

_____

Telephone Number: _____

Social Security Number: _____

Email Address: _____

I. Rep Payee / Power of Attorney / Court Appointed Guardian

**Please provide power of attorney document or Court Order; if applicable.

Name: _____

_____ Rep Payee _____ Agent Under POA _____ Court Appointed Guardian

Address: _____

_____

Telephone Number: _____

Email Address:_____

Relationship to beneficiary:_____

J. Coordinator

Examples: Case Manager, Supports or Service Coordinator, etc.

Name: _____

Agency: _____

Address: _____

_____

Telephone Number: _____

Email Address:_____

K. Other Services

Examples: Waiver Services, OVR, etc.

Type of Service: _____

Contact Name: _____

Agency: _____

Address: _____

_____

Telephone Number: _____

Email Address:_____

L. Primary Representative:

Unless the Settlor 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 is no longer able to act as the Beneficiary's Primary Representative, the representative(s) listed under Section I above shall be the Primary Representative (with a court-appointed Guardian, if any, taking precedence). If the person(s) listed in Section I ceases to serve, please list below, in order, the persons that you would like to be successor Primary Representatives:

First Alternate:

Name: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

Relationship to Beneficiary: _____

Second Alternate:

Name: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

Relationship to Beneficiary: _____

No Alternates Remaining:

If none of the named Primary Representatives or successors are able to serve, how would you like for the Trustee to select another Primary Representative?

_____

_____

M. Attorney

Name: _____

Address: _____

_____

Telephone Number: _____

Email Address:_____

Fax Number: _____

N. Statements

Please indicate the names and addresses of the individual(s) to receive quarterly statements. Quarterly statements can be sent to multiple individuals.

_____

_____

_____

O. Tax Information

List the name and address of the individual to receive tax information for filing personal tax returns on behalf of the beneficiary. Only **one** individual can receive tax information.

_____

_____

_____

P. Final Arrangements

List any prepaid funeral or burial arrangements established for the beneficiary.

_____

_____

_____

Q. Distribution of the Remainder upon the Beneficiary's death (or upon early termination of the trust).

If there are assets or funds remaining in the Beneficiary's account at the time of the Beneficiary's death, all assets and funds remaining shall be retained by the Trust to be used for the charitable purposes of providing support for individuals with disabilities to live healthy, safe, meaningful and productive lives.

Article XIII of the Master Trust Agreement provides that under certain circumstances an account (or the Trust) may be terminated prior to the Beneficiary's death. If the account or the trust is terminated before the Beneficiary's death, the Trustee will distribute the account's funds and assets to the Beneficiary after payment to the State(s) up to an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State plan(s) under Title XIX of the Social Security Act.

R. Fees.

Settlor agrees to pay the fees in accordance with Trustee's current Fee Schedule and that may be amended from time to time. If fees are not paid in advance by Settlor, the Trustee is authorized to charge such fees to a Beneficiary's account.

Fees are not refundable.

1. The Trust account will be managed and administered for the benefit of the Beneficiary.

2. Pending the preparation of the Case Assessment and Supplemental Needs Plan for the Beneficiary, disbursements for any non-support items for the benefit of the Beneficiary may be made when, in the discretion of the Trustee, such supplemental needs are not being provided by any public agency, or are not otherwise being provided by any other source of income available to the Beneficiary.

S. Distributions from Trust Account

The Settlor acknowledges that all distributions are at the Trustee's sole and absolute discretion. With this in mind, the Settlor expresses the following desires as to how funds in the trust account may be used.

Settlor's Initials: _____

Types of Expenditures (check all that are applicable):

____ Supplemental or incidental medical or dental expenses in excess of those provided to Beneficiary through government assistance programs.

____ Training or education in excess of those provided to Beneficiary through government assistance programs.

____ Social services, including personal visits and monitoring of placement, programs and activities, in excess of those provided to Beneficiary through government assistance programs.

____ Clothing and other personal items in excess of those provided to Beneficiary through government assistance programs.

____ Recreation, entertainment, family visits, vacations and travel in excess of those provided to Beneficiary through public assistance programs.

____ Equipment in excess of that provided to Beneficiary through public assistance programs.

____ Aides or companions and assistance for independent living in excess of that provided to Beneficiary through public assistance programs.

T. Miscellaneous:

1. The provisions of this Joinder Agreement may be amended as the Settlor and the Trustee may jointly agree, so long as any such amendment is consistent with The Family Trust Master Trust Agreement and the then-applicable law. Provided, however, that after an account is funded, the Settlor may not revoke a transfer nor amend items D or Q of this Joinder Agreement.

2. Taxes:
   a. The Settlor acknowledges that the Trustee has made no representation to the Settlor that contributions to the Trust are deductible as charitable gifts, or otherwise.

   b. The Settlor acknowledges that Trustee has made no representations as to the gift or tax consequences or directing funds to the Trust and has recommended that the Settlor seek independent legal advice.

c. Trust account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.

d. Trust account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust accounts.

3. The Trust managed by the Trustee is a pooled trust, in conformity with the provisions of 42 U.S.C. §1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law, the law and regulations shall control.

U. Acknowledgment by Settlor:

Each Settlor acknowledges that he or she has been advised to have Master Trust Agreement I and this Joinder Agreement reviewed by his or her attorney prior to the execution of this Joinder Agreement.

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

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

Each Settlor acknowledges and agrees that the Trustee, its agents and employees, as well as its agents and employees, heirs and legal and personal representatives, shall not in any event be liable to any Settlor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Settlor acknowledges that upon execution of the Joinder Agreement by Settlor and the Trustee, and the funding of an account for a Beneficiary, that this Trust, as to the Settlor and the Beneficiary, is irrevocable. Each Settlor acknowledges that after the funding of an account, the Settlor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon.

Each Settlor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by The Family Trust in deciding to execute this Joinder Agreement.

Each Settlor further represents, warrants, and agrees:

1. That he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;

2. That if he or she has not had the Master Trust Agreement or the Joinder

Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;

3. That he or she has been provided a true and correct copy of the Master Trust Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement;

4. That he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and

5. That the Residual Account of the Trust is the Remainder Beneficiary of the account established hereby upon the death of the Beneficiary.

IN WITNESS WHEREOF, the undersigned Settlor(s) have reviewed and signed this Joinder Agreement, understand it and agree 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: _____
(if more than one)

The Family Trust d/b/a ACHIEVA Family Trust:

By: _____

Print Name: _____

Title: _____

To be completed by ACHIEVA Family Trust:

Referral Source: _____

_____

Source of Funds: _____ Inheritance _____ Lawsuit/Settlement _____ Excess Resources

_____ Other: _____

DISCLOSURE STATEMENT

I have asked ACHEIVA Family Trust to serve as trustee of funds. I understand that those funds will be invested and I acknowledge:

1. That ACHIEVA Family Trust may invest these funds with other funds, but account for them on an individual basis.

2. That these funds are not obligations or guaranteed by ACHIEVA Family Trust.

3. That these funds are not deposits insured by the Federal Deposit Insurance Corporation (FDIC), and are subject to investment risk, including possible loss of principal invested.

4. That ACHIEVA Family Trust adopts investment guidelines for trust funds and those investment guidelines can change at any time.

5. That the market values of investments do fluctuate, and upon liquidation, could be of value more or less than the market value of my original deposit into the trust account.

6. THat income earned and retained in my trust account, or received in distributions from my trust account, will fluctuate over time.

7. That past investment performance either reviewed or considered by me is past performance only and not a guarantee of future results.

8. That fees charged by the trustee may reduce the principal amount of my trust account.

9. That trusts are taxable. ACHIEVA Family Trust will file fiduciary tax resturns for its trusts and may charge my trust account for any taxes owed. ACHIEVA Family Trust will also send me tax information to include in my personal tax return.

Date: _____ Signature: _____
Settlor

OR

Date: _____ Signature: _____
Beneficiary or Legal Representative