

Instructions For Completing The Joinder Agreement



To enroll in the Pooled Trust, a Joinder Agreement must be completed. By signing the Joinder, the Settlor agrees to the terms of The Family Trust Master Trust Agreement.

Please send the completed Joinder Agreement with original signatures to:

Achieva Family Trust
ATTN: Legal Department
711 Bingham Street
Pittsburgh, PA 15203

*** Achieva Family Trust cannot accept photocopies of the Joinder. Applicants who have questions regarding any of the following sections should contact Achieva Family Trust at 412-995-5000, ext. 565, or FamilyTrust@achieva.info. Please review and complete the following:

Item B: Do **NOT** complete. The **Trust Account Number** will be completed by Achieva Family Trust.

Item C: List information about the **Settlor**, the individual creating the trust. This can be the individual with the disability, a parent, grandparent, legal guardian or a court. If the Settlor has Power of Attorney or is a Court-appointed Guardian, he or she **MUST** attach a copy of the document.

Item D: Provide mandatory information about the **Beneficiary**, the person with a disability who will benefit from the Trust.

Item E: If the Beneficiary receives SSI or SSDI, you **MUST** specify which one is received and list the current monthly **Income**.

***SSI (Supplemental Security Income)** benefits people with disabilities whose income is low and whose assets do not exceed \$2,000.

***SSDI (Social Security Disability)** is based on the work history of the person with a disability or, in some cases, the work history of the person's parent(s).

Item F: List the beneficiary's **Health Insurance** benefits.

***Medicare** is for people with disabilities who have been on SSDI for at least two years or people over 65 years old.

***Medical Assistance (Medicaid)** is run by a State's Department of Human Services. It can cover medical expenses, medications and long-term care expenses.

Items G and H: If known, provide information about the beneficiary's **Mother** and **Father**. **SSN** can be helpful in the event the person may be eligible for SSD or benefits based on a parent's work history.

Item I: If applicable, provide information about the **Representative Payee, Agent Under Power of Attorney, or Court Appointed Guardian**, including copies of the relevant documents.

Item J: If applicable, provide information about the Beneficiary's **Coordinator**. Examples include a Case Manager, Supports Coordinator, or Service Coordinator.

CONTINUED

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Item K: If applicable, identify whether the beneficiary is receiving any other services and provide the contact person. Examples include Waiver services, OVR, et cetera.

Item L: If applicable, identify an additional person for Achieva Family Trust to contact regarding the Trust in the event that neither the Settlor nor the beneficiary can be reached. The **Primary Representative** should know the beneficiary well.

Item M: If applicable, list the contact information for the **Attorney** involved in establishing the trust.

Item N: List the name and address of the individual(s) who will receive **Quarterly Account Statements**. These may be sent to more than one individual. This section **must** have at least one person listed.

Item O: This section **must** identify the name and address of **one** individual who will receive **Tax Information** for the beneficiary's personal income tax return. This can be a paid tax preparer, the beneficiary, or a family member. Transfers into the Trust are not tax deductible. The Trustee will issue appropriate Federal and State tax forms on a yearly basis. Beneficiaries should consult with their own tax advisor regarding their personal tax returns.

Item P: If applicable, provide the beneficiary's prepaid **Final Arrangements**.

Items Q and R: Carefully review each of these sections.

Item Q describes the distribution of the Trust's remainder upon the beneficiary's death or upon early termination of the Trust.

Item R provides information about trustee fees.

Item S: Read **and** initial this section, which is a list of possible ways to use the trust for the beneficiary. You may check your preferred type of expenditures. Please note, however, that the Trustee always has complete discretion over distribution from the beneficiary's trust account.

***** Original initials are required *****

Items T and U: Carefully review the **Miscellaneous** provisions and **Acknowledgment by Settlor** sections in **Item T** and **Item U**, respectively. Together, these sections describe additional parts of the agreement between Settlor and Trustee. Please contact an attorney with any questions or concerns.

Once each section is completed and reviewed, the Settlor(s) **MUST** sign and date the Joinder Agreement. Please do NOT sign in the spaces provided for Achieva Family Trust.

The Settlor and/or the beneficiary (or legal representative of the beneficiary) **must** review, sign and date the **Disclosure Statement**.

An officer of Achieva Family Trust will also sign the Joinder Agreement when the original is returned and the account has been funded.

***** Achieva Family Trust will send a Welcome Packet to the Settlor after the Trust is opened. The packet will include a copy of the completed Joinder Agreement, as well as letters for the Beneficiary to send to the Social Security Administration and the Department of Human Services. *****

Beneficiary (continued):

Gender: Male Female I use another term

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 Number: _____ Monthly Amount: _____

SSDI Identification Number: _____ Monthly Amount: _____

Social Security Retirement

Identification Number: _____ Monthly Amount: _____

Social Security Survivors

Identification Number: _____ 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 Number: _____

Medical Assistance Identification Number: _____

Medicaid Waiver Identification Number: _____

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 courtappointed 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** person 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 nonsupport 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.

Miscellaneous (continued):

- 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

Acknowledgment by Settlor (continued):

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: _____

Disclosure Statement

I have asked Achieva 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 I have been provided with a copy of the Achieva Family Trust Fee Schedule.***
I understand 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 returns 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.
10. That I am responsible for informing my State's Medicaid office about the trust.

Date: _____

Signature: _____

(Settlor)

Date: _____

Signature: _____

(Beneficiary or Legal Representative)