

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: _____

