

achieva 

Family Trust

*Protecting Futures. Enhancing Lives.*



# Charitable Residual Account Handbook

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# Charitable Residual Account Handbook

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## I. MISSION OF ACHIEVA

### Statement of Mission:

*Achieva advocates for, empowers, and supports people with disabilities and their families throughout their lives.*

### Statement of Vision:

*Achieva envisions a community where all people with disabilities lead lives of personal significance.*

*Achieva serves thousands of individuals with disabilities and their families annually and is the only agency of its type in Southwestern Pennsylvania that provides lifelong supports.*

*From early intervention therapies, residential support, vocational training, trust services, advocacy to in-home support, Achieva provides a full spectrum of services for people of all ages and abilities and their families.*

*Achieva is the nonprofit parent organization and Southwestern Pennsylvania's largest provider of comprehensive services and supports for people with disabilities and their families.*

## II. INTRODUCTION TO ACHIEVA FAMILY TRUST

Individuals with disabilities and their families face significant challenges in planning for their financial stability. Achieva Family Trust, a member of the Achieva Family of Organizations, provides information to individuals and serves as trustee of several kinds of trusts benefiting individuals with disabilities. Created in 1998 to address parents' concerns about their children's futures, Achieva Family Trust now has over 2,200 accounts and continues to grow.

### **Achieva Family Trust offers many services including:**

Case management and social work expertise to help preserve eligibility for essential government benefits and services.

- Future planning services for individuals with disabilities and their families including planning tools, supports that augment government funded services and asset management.
- Management and distribution of funds to enhance the quality of life for individuals with disabilities, recognizing their individual preferences and capabilities.
- A free personal planning guide to help families collect and update information about their loved ones.
  - [achieva.info/future-planning-project](http://achieva.info/future-planning-project)

## Three Types of Trusts

1. **Third Party / Common Law Trusts** may be established by family and friends of an individual with disabilities, but not the individual himself / herself. A common law trust helps families and friends of an individual with a disability preserve eligibility for essential, lifelong, supports and services such as Medical Assistance, Waiver services and Supplemental Security Income.
2. **Pooled Trusts** can be created by an individual with a disability, his or her parents or grandparents, a legal guardian or the Court. Assets in these accounts are “pooled” together with other pooled trusts that Achieva Family Trust manages for investment purposes, but the individual has their own separate account. If an individual with a disability passes away with a balance in his or her pooled trust account, remaining funds become part of a charitable account to benefit individuals with disabilities who are in need.
3. **Payback Trusts** can be created by an individual, a parent, grandparent or guardian of an individual with a disability or by a Court. However, once the payback trust has been established, an individual with a disability can then add his or her assets to the trust. If an individual with a disability passes away with money still left in his or her payback trust, the remaining funds are used to “pay back” the Pennsylvania Department of Human Services, and any other state in which the beneficiary had resided, for the amount of Medical Assistance paid on behalf of the beneficiary. Any remaining money is then distributed per the instructions outlined in the trust agreement.

## III. RESIDUAL ACCOUNT

Achieva Family Trust serves as corporate trustee for several kinds of trusts benefiting individuals with disabilities. These trusts, described in more detail on page 5, allow beneficiaries to preserve eligibility for essential government services while enhancing their quality of life. One type of trust is a Medicaid permitted Pooled Trust. When individuals with disabilities join the Pooled Trust with Achieva Family Trust, they know any funds that might be left when they pass away will be transferred into the Charitable Residual Account to benefit individuals with disabilities. Achieva Family Trust distributes money from the Charitable Residual Account to beneficiaries in order to provide supplemental supports and services for people with disabilities to enhance their quality of life. Distributions are based upon demonstrated financial need.

Achieva Family Trust recognizes that the Residual Account cannot address the needs of all individuals with disabilities. Our goal is to assist those with lifelong intellectual, physical, and behavioral disabilities who have no other resources to obtain the needed product or service.

Funds in the Charitable Residual Account are to be used as a *last resort*, when there is no other funding available for the service or support. If other funding sources may be able to fund the request, the applicant is required to provide, in writing, documentation that other potential funding sources, including all federal or state funding, have been explored and were either denied or only partially approved.

## IV. APPLICATION GUIDELINES

- ✓ Funds in the Charitable Residual Account should NOT be used for any purpose that would threaten an applicant's eligibility for public funds that provide primary supports and services.
- ✓ An applicant is eligible to receive an award once every 2 years. Camp and other forms of recreation requests are the only type that can be applied for on an annual basis. Please note, that repeat camp and recreation requests will be funded only after making sure that there are sufficient funds available for all first time applicants.
- ✓ The funds from Charitable Residual Account may not be used for the purchase of a vehicle. However, the funds may be used for vehicle modifications in order to ensure accessibility.
- ✓ All professional or organizational letters must be on corporate letterhead and signed by the individual who wrote the letter.
- ✓ The Charitable Residual Account does not reimburse for items or services that have already been purchased.
- ✓ Information on family contributions or other sources of funding is helpful and must be provided.

## V. PROCEDURES

When a Residual Application is received by the Residual Account Coordinator, it is immediately reviewed using a checklist for completeness. If the application information is complete, the application is processed for review by the Residual Team. There may be situations where the Review Team will request additional information regarding an application. Upon timely receipt of the additional information, the application may be submitted for review.

### **INCOMPLETE APPLICATIONS CANNOT BE PROCESSED AND WILL NOT BE REVIEWED.**

At staff discretion additional information necessary to complete an application may be obtained from outside sources relevant to the situation.

Applications will be reviewed on a quarterly calendar year basis. In order to be considered, completed applications must be submitted to Achieva Family Trust by January 1, April 1, July 1, and October 1. Applications submitted after these deadlines will be held for review until the following quarter.

*All applications must be submitted in a timely manner to allow sufficient time for review prior to an event taking place or an item being purchased. Applicants are discouraged from submitting applications on or immediately prior to the deadline due to the high volume of requests received at that time.*



The Residual Team will meet later in the months of January, April, July, and October. The applicant and person who completed the application will be notified by email. This will be the email that was provided to the online application.

If the Residual Team denies an application, the applicant and the person who completed the application are informed by email. This will be the email that was provided to the online application.

If the Residual Team approves the application and the amount requested is below \$10,000, the Residual Account Coordinator will notify the applicant and the person who completed the application before processing for payment and/or purchase of the items. The Residual Account Coordinator may request additional information to process payments.

Because funds from the Residual Account can only be used for trust beneficiaries, applicants who are not already beneficiaries of the AFT Pooled Trust will need to become beneficiaries of the Pooled Trust. Staff will provide a copy of the materials related to the AFT Pooled Trust to the applicant and the person who completed the application. A completed Joinder Agreement, signed by an appropriate party, must be returned to the Residual Account Staff before any payments will be processed and/or items purchased. A copy of the joinder agreement will be attached on page 15.

In some instances, a conflict of interest may be present when the applicant is receiving or has received services from Achieva, or the applicant has an employment or other relationship with Achieva. Receipt of prior Residual Grants does not constitute a “relationship with Achieva” that must be disclosed.

If it is determined that there is a conflict of interest or the amount requested exceeds \$10,000 and the Residual Team recommends approval of the application, it is presented to the Residual Committee of the Achieva Family Trust Board for review and final decision. The Residual Committee is provided with an Executive Summary. Copies of the application and any additional information are available for review. All determinations are Final. There is no appeal process for determinations made by the Residual Team and/or Committee. Achieva Family Trust has the discretion to change or substitute approved items to ensure that they fall within the approval amount. Achieva Family Trust requires that the individual completing the Residual application electronically sign their name to indicate that all information is true and correct. The individual completing the Residual application is also asked to disclose any present or past relationship to the proposed vendor or to Achieva. Upon disclosure of any relationship that could be viewed as a conflict of interest, Achieva Family Trust reserves the right to determine the appropriate course of action.

Receipts for items purchased or services provided from the Residual Account should be submitted to the Residual Coordinator within a 90 day period. Failure to submit receipts in a timely manner may result in subsequent applications being denied.

In certain compelling situations the Residual Team may approve over and above the requested amount.

**EMERGENCY REQUESTS WILL BE CONSIDERED ON A CASE BY CASE BASIS!**

**Please contact the Residual Account Coordinator to discuss the request.**

## VI. REQUIRED DOCUMENTS

Documents will vary depending on the type of funding being requested. There are five (5) categories of funding that require specific documents. Achieva Family Trust reserves the right to add additional categories or documentation requirements as necessary.

The letter of support required for all applicants should include detailed description of the situation. This is opportunity to describe the compelling need to the Reviewers:

- o How will the product or service improve the quality of life for the applicant?
- o Who is recommending the product or services for the applicant?
- o What other types of funding have been explored and is any other funding available to pay for the product or service?
- o What is the availability of the family/household to assist with payments?
- o If the request is for a one time grant for an ongoing expense, please describe a long term plan for the applicant after they receive this funding.
- o The letter of Support should be written on Agency Letterhead and signed by the writer.

### 1. Camp / Recreation

- A. Brochure / other published description of the camp, such as website information, with prices included
- B. Invoice showing dates of camp/breakdown of cost and/or registration form
- C. A support letter from a professional not affiliated with the vendor
  - a. Signed
  - b. On letterhead
- D. Proof of denial of payment from other funding sources such as Extended School Year (ESY), if applicable

### 2. Medical

- A. Two quotes from different vendors (for items over \$500)
- B. A support letter (signed and on letterhead) from a professional (i.e. Doctor or Physician)

### 3. Product or Supplies

- A. Two quotes from different vendors (for items over \$500)
- B. A support letter (signed and on letterhead) from a professional
- C. Requests for iPads do not require bids
  - a. Note: letter must be from a professional who will support the therapeutic use of the iPad
  - b. If the request includes ad on items, bids will be required to submit to the application for review (Ex: Applications, Otterbox, Stylus Pen)

### 4. Disability-Related Modifications

- A. Two bids from different contractors, including diagrams
- B. A support letter from professional
  - a. Signed
  - b. On letterhead
- C. Proof of insurance from a licensed contractor (ie. auto, liability, workers compensation)
- D. Pictures of home and surroundings for home modifications
- E. Proof of ownership of home (Deed/ Mortgage Payment)
- F. Bids must be identical (same services or same products and specifications)
- G. Proof of denial of payment from other funding sources, if applicable

### 5. Caregiving

- A. Proof of determination letters from other funding sources
  - a. Examples: Waiver, FSS, Base Funding, ODP, Health Insurance, other
- B. A support letter from professional
  - a. Signed
  - b. On letterhead
- C. Suggested vendor / agency with information on hourly rates and proposed number of hours
- D. Proof of denial of payment from other funding sources, if applicable

## VII. HOW TO APPLY

The Residual Team meets on a quarterly basis in January, April, July, and October. Deadlines for applications are the first of these months. It's suggested that applicants submit their application well in advance of the applicable deadline in case there is additional information and/or documentation necessary for review.

- Go to [achievafamilytrust.org](http://achievafamilytrust.org)
- Select the “**Charitable Residual Account**”
- Click on “**Online Application**”
- Create a Username and Password
  - A Link will be sent to your inbox to activate your account.
  - Return to the online application and utilize your login information.
  - Select “**Create Application**” and follow the Application instructions.
- Address: 711 Bingham Street
- Fax: 412-995-5013
- Attention: Residual Account Coordinator
- Email: [residual@achieva.info](mailto:residual@achieva.info)

If the applicant or the person completing the application does not have access to a computer, please contact **Achieva Family Trust 412-995-5000 x565**.

## VIII. Joinder Agreement *See following pages*

# 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](mailto: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

## **INSTRUCTIONS FOR COMPLETING THE JOINDER AGREEMENT**

**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  
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)