

**JOINDER AGREEMENT
FOR THE ARC OF INDIANA MASTER TRUST I**

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

The undersigned hereby enrolls in and adopts The Arc of Indiana Master Trust I dated October 24, 1988, which is incorporated herein by reference.

A. Definitions: For all purposes under this Joinder Agreement:

1. **“Government Assistance”** shall mean those services or financial assistance paid for or otherwise provided by a local, state, or federal government or agency or department thereof, to, for, or on behalf of eligible beneficiaries.
2. **“Unfunded Enrollment”** shall mean:
 - a. The Donor has paid the initial enrollment fee, is not delinquent in paying any annual renewal fee, and
 - b. The Donor has executed this Joinder Agreement, which The Arc of Indiana, Inc. has approved and the Trustee has accepted, but
 - c. The trust sub-account has not been funded.

B. Trust sub-account number: _____ (For Trust Office Use Only)

C. Donor(s) Information:

1. Name: _____

Address: _____

Relationship to Beneficiary: _____

Social Security Number: _____

Phone (day): _____ (evening): _____ (cell): _____

E-mail: _____

Birth date: _____

2. Name: _____

Address: _____

Relationship to Beneficiary: _____

Social Security Number: _____

Phone (day): _____ (evening): _____ (cell): _____

E-mail: _____

Birth date: _____

Beneficiary's name: _____

Address: _____

Beneficiary's Social Security Number: _____

Phone (day): _____ **(evening):** _____ **(cell):** _____

E-mail: _____

Birth date: _____ **Gender:** M ___ F ___

Disability/Diagnosis: _____

Does the beneficiary have a guardian? Yes: ___ No: ___

If yes, what type of guardianship? Person: ___ Estate ___ Both ___

Is there a successor guardian established: Yes: ___ No: ___

***Please note that any legal paperwork showing guardianship or a POA (power of attorney) must be on file with The Arc of Indiana at the time the trust is established.**

E. Benefits received:

1. Does the Beneficiary receive **Supplemental Security Income (SSI)**? Yes: ___ No: ___

If yes, amount received per month: \$ _____

Address and phone number of SSI office:

2. Does the Beneficiary receive **Social Security Disability Benefits (SSDI)**? Yes: ___ No: ___

If yes, amount received per month: \$ _____

3. Does the Beneficiary receive **Social Security Dependent Survivor's Benefits**? Yes: ___ No: ___

If yes, amount received per month: \$ _____

4. Does the Beneficiary receive **Medicaid**? Yes: ___ No: ___

If yes, the Medicaid card number: _____

Name, ID#, address, and phone number of caseworker:

5. Does the Beneficiary receive a **Medicaid Waiver**? Yes: ____ No: ____

If yes, please specify the waiver program(s) under which the Beneficiary receives benefits:

6. Does the Beneficiary receive **HUD Housing Assistance (Section 8)**? Yes: ____ No: ____

If yes, ID number: _____

Name, address and phone number of caseworker:

7. If the Beneficiary receives other government assistance, such as **Food Stamps, Supported Living, RLA**, list these benefits here:

F. At time of funding the trust sub-account:

	<u>Donor Initial Appropriate Line</u>	
	Distributions Authorized	Distributions Deferred

1. If a single Donor, upon the Donor's death, with its status to be Funded Enrollment
2. Where there are two or more Donors upon the death of one or more of the Donors, with its status to be Funded Enrollment
3. The account is to be funded immediately.

_____	_____
_____	_____
_____	_____

G. Method or source of funding:

	Donor Initials Appropriate Line(s)
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1. The trust sub-account is to be funded under the Donor's will.
2. The trust sub-account is to be funded through life insurance or otherwise, and The Arc of Indiana Master Trust I, dated October 24, 1988 will be designated as primary Beneficiary.
3. The trust sub-account is to be funded under the Donor's will and life insurance, and The Arc Master Trust I, dated October 24, 1988 will be designated as primary Beneficiary
4. The amount the Donor contributes, or intends to contribute later to the Beneficiary's trust sub-account is _____

(The amount intended to be contributed later is subject to change by the Donor).

5. NOT WITHSTANDING ITEMS F.1. THROUGH F.3. ABOVE, if the amount the Donor actually contributes during life or at death is LESS THAN \$ _____ (which is the minimum in effect when executing this Joinder Agreement for participation as an Arc Trust I account), the Trustee shall decline to accept such contribution for participation as an Arc Trust I account.

H. Key people:

A “key person” is someone whom the Beneficiary knows and trusts, and who can act as a prudent and responsible key contact for The Arc Trust. Essentially, a key person acts as a liaison between the Beneficiary and The Arc Trust, communicating the Beneficiary’s needs and desires to The Arc Trust and making disbursement requests on his or her behalf. Although The Arc Trust ultimately decides whether a disbursement will or will not be made, key people are valuable to both the Beneficiary and The Arc Trust, because they provide insight into how a Beneficiary’s trust account can best be used to provide him or her with the best possible material quality of life. A Beneficiary can have more than one key person.

List the Key People below (please list the primary contact first):

	This Key Person is Responsible for...
1. Name: _____	
Address: _____ _____	<input type="checkbox"/> Receive Tax Info.
Phone (day): _____ (evening): _____	<input type="checkbox"/> Verify Account Information
Cell Phone: _____	<input type="checkbox"/> Receive Statement of Account
E-mail: _____	<input type="checkbox"/> Online
Relationship to Beneficiary: _____	<input type="checkbox"/> Annual Mail
	<input type="checkbox"/> Quarterly Mail
	<input type="checkbox"/> Bi-Monthly Mail
	<input type="checkbox"/> Monthly Mail
	<input type="checkbox"/> Receive Arc Trust Annual Report
	This Key Person is Responsible for...
2. Name: _____	
Address: _____ _____	<input type="checkbox"/> Receive Tax Info.
Phone (day): _____ (evening): _____	<input type="checkbox"/> Verify Account Information
Cell Phone: _____	<input type="checkbox"/> Receive Statement of Account
E-mail: _____	<input type="checkbox"/> Online
Relationship to Beneficiary: _____	<input type="checkbox"/> Annual Mail
	<input type="checkbox"/> Quarterly Mail
	<input type="checkbox"/> Bi-Monthly Mail
	<input type="checkbox"/> Monthly Mail
	<input type="checkbox"/> Receive Arc Trust Annual Report

3. Name: _____
 Address: _____

 Phone (day): _____ (evening): _____
 Cell Phone: _____
 E-mail: _____
 Relationship to Beneficiary: _____

This Key Person is Responsible for...

- Receive Tax Info.
- Verify Account Information
- Receive Statement of Account
- Online
- Annual Mail
- Quarterly
- Bi-Monthly Mail
- Monthly Mail
- Receive Arc Trust Annual Report

4. Name: _____
 Address: _____

 Phone (day): _____ (evening): _____
 Cell Phone: _____
 E-mail: _____
 Relationship to Beneficiary: _____

This Key Person is Responsible for...

- Receive Tax Info.
- Verifying Account Information
- Receive Statement of Account
- Online
- Annual Mail
- Quarterly Mail
- Bi-Monthly Mail
- Monthly Mail
- Receive Arc Trust Annual Report

I. Distributions upon the Beneficiary's death.

1. Upon the Beneficiary's death, funds remaining in his or her trust sub-account shall be distributed in the following percentages and to the following people and organizations. These people will be after here known as remaindermen.

a) Name: _____
 Address: _____

 Phone (day): _____ (evening): _____
 Cell Phone: _____ Email: _____
 Relationship to Beneficiary: _____
 This person listed above should receive _____ %

b) Name: _____
 Address: _____

Phone (day): _____ (evening): _____

Cell Phone: _____ E-mail: _____

Relationship to Beneficiary: _____

This person listed above should receive _____ %

c) Name: _____

Address: _____

Phone (day): _____ (evening): _____

Cell Phone: _____ E-mail: _____

Relationship to Beneficiary: _____

This person listed above should receive _____ %

d) Name: The Arc of Indiana, Inc.

Address: 107 N. Pennsylvania Street, Suite 800

Indianapolis, IN 46204

Phone (day): 317-977-2375

The Arc of Indiana, Inc. should receive _____ %

The Arc Trust Remainder Fund

The Arc of Indiana Endowment Fund

General Operating Fund

2. If the Beneficiary's residence changes from Indiana to another state, distributions may cease until appropriate arrangements can be made within the sole discretion of the Trustee – including, but not necessarily limited to:
- a. the in-kind transfer of the sub-account property directly to a comparable 501(c)(3) tax-exempt pooled trust serving the geographic location to which the Beneficiary has moved
 - b. the establishment by the Beneficiary of a properly-drafted private special needs trust
 - c. the continued administration of the Beneficiary's sub-account by the Trustee in accordance with the applicable laws of the state to which the Beneficiary moves.

However, in no event shall the Beneficiary's move from the state of Indiana to another state render the Beneficiary's sub-account revocable or otherwise available to the Beneficiary or any other person in any way; and in no event shall the Beneficiary's move from the state of Indiana to another state terminate the Beneficiary's sub-account.

- 3. A share for a remainderman, named in I.1., who does not survive the Beneficiary shall lapse and be distributed in proportionate shares to all other remaindermen.
- 4. If, upon the Beneficiary's death, funds remain in his or her separate trust sub-account and the Donor has not designated specific people and organizations to receive these funds, then The Arc of Indiana shall be the recipient of one hundred percent (100%) of the remaining funds.
- 5. If, after the Beneficiary's death, the Trustee receives funding designated for that Beneficiary's account, that funding shall be distributed proportionately to all the remaindermen named in I.1., either (please check):

- including The Arc of Indiana
- excluding The Arc of Indiana

J. Uses for which trust sub-account distributions may be made:

The Donor recognizes that all distributions are at the Trustee's discretion. With this in mind, the Donor expresses the following desires as to how funds in the trust sub-account might be used:

Type of expenditure:	Donor Initials Appropriate Line(s)
1. Supplemental or incidental medical or dental expenses in excess of those provided to a person eligible for Government Assistance.	_____
2. Training programs in excess of those provided to a person eligible for Government Assistance.	_____
3. Monitoring or personal visits in excess of those provided to a person eligible for Government Assistance.	_____
4. Clothing and other personal items in excess of those provided to a person eligible for Government Assistance.	_____
5. Birthday and holiday presents.	_____
6. Vacations and other trips in excess of those provided to a person eligible for Government Assistance.	_____
7. Other (specify): _____	_____

K. Fees:

In addition to the annual fee to which The Arc is entitled from each trust sub-account (see Article Five of The Arc of Indiana Master Trust I), the Donor shall pay to The Arc;

1. An enrollment fee of \$ _____, at the time this Joinder Agreement is executed.
2. An annual renewal fee of \$ _____, until the sub-account is funded.
3. If the Donor is subject to any additional fees, a listing of these fees is attached to this Joinder Agreement.

L. Miscellaneous:

1. The provisions of this Joinder Agreement, as entered into this _____ of _____, 20____, may be amended, so long as the Donor and The Arc of Indiana agree on any such amendments, and is consistent with The Arc of Indiana Master Trust I, dated October 24, 1988.
2. The Arc of Indiana Master Trust I is only available to Beneficiaries whose Donors are in good standing (non-delinquent status) with Trust I. To be in good standing, a Donor shall have paid the initial enrollment fee and shall have paid the required annual renewal fee(s) within the prescribed time.

3. If the Donor terminates his or her Joinder Agreement and if the trust sub-account has not yet been funded, The Arc of Indiana Master Trust I and this Joinder Agreement shall then become null and void as to the Donor, the Beneficiary, and The Arc of Indiana, Inc.
4. This Joinder Agreement and The Arc of Indiana Master Trust I account may be terminated by The Arc of Indiana, Inc. as to the Donor and Beneficiary upon nonpayment of any required renewal fee.

M. Taxes:

1. The Donor acknowledges that contributions to The Arc of Indiana Master Trust I are not deductible as charitable gifts or otherwise.
2. Trust sub-account income, whether paid in cash or distributed in other property, may be taxable to the Disabled Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.
3. Trust sub-account income may be taxable to Trust I, and when this is the case, such taxes shall be payable from the trust sub-account.

IN WITNESS WHEREOF, the undersigned Donor has reviewed and signed this Joinder Agreement, understands it, and agrees to be bound by its terms, and The Arc of Indiana, Inc. has accepted and signed this Joinder Agreement on this _____ day of _____, 20____.

SIGN

SIGN

TRUST DIRECTOR
THE ARC OF INDIANA, INC.

Revised 7/2/03, 2/17/08, 6/24/10, 12/17/10