



Enrollment Packet for JOINDER AGREEMENT IV

Joinder Agreement IV is the application to establish a sub-account in Trust IV of The Master Pooled Trust (MPT). This Enrollment Packet contains: (1) Instructions (pgs. i-vii), (2) Joinder Agreement IV (pgs. 1-11), (3) the Checklist for Self-Funded Sub-Accounts and (4) the Joinder IV Mailing Checklist. After reading these instructions and completing the Joinder Agreement IV, use the Joinder IV Mailing Checklist to ensure that any and all application materials are ready to be submitted to MPT.

Want to enroll a Beneficiary in the MPT? MAIL a completed joinder agreement!

There is no online, email or fax enrollment.

ONLY CASH assets can be accepted
NO real property (real estate)
NO oil, gas or mineral rights



The Beneficiary is enrolled in the MPT when The Arc of Texas has approved and signed the Joinder Agreement IV.

Allow a MINIMUM OF TWO WEEKS for The Arc of Texas Master Pooled Trust to review a completed Joinder Agreement IV (and any required documents)

Mailing Instructions

Mail application materials to:

The Arc of Texas

Master Pooled Trust

8001 Centre Park Drive, Suite 100

Austin, Texas 78754

Include the following application materials:

- (1) The completed Joinder Agreement IV (*with original, pen-signatures and notary stamp*);
- (2) Completed Joinder IV Mailing Checklist;
- (3) Enrollment Fee check made payable to "The Arc of Texas" for \$600.00;
- (4) If applicable, include the **Funding Check** made payable to "The Arc of Texas Master Pooled Trust FBO (Beneficiary's first and last name);" and

(5) A copy of **any required additional documents**. Depending on the circumstances of the individual with a disability, the following additional documents may be required: Letters of Guardianship, the Guardianship Order, Power of Attorney or other Court Orders.

What is Trust IV?

Trust IV is a Self-Settled Trust. This means that funds for Trust IV sub-accounts may be from the Beneficiary's own checking or savings account, inheritances left to the Beneficiary directly, lawsuit settlements involving the Beneficiary, child-support payments for the Beneficiary's needs, Supplemental Security Income back payments, other funds belonging to the Beneficiary or any combination of the above.

Trust IV is a discretionary trust. It allows for more flexibility (as compared to Trust II) while still protecting the Beneficiary's means-tested public benefits. This means that *if* appropriate, both basic support and supplemental payments may be paid with funds from the Beneficiary's sub-account.

Remember: ONLY the BENEFICIARY'S FUNDS can be placed in a Trust IV sub-account.

What is the Master Pooled Trust?

The Master Pooled Trust is a program managed by The Arc of Texas consisting of four special needs master trusts. These four trusts are already drafted and meet the Social Security Administration and Texas Medicaid's requirements for a special needs trust. Any resident of the state of Texas who meets Social Security Administration's definition of an individual with a disability is eligible to join the MPT. Once enrolled in the MPT, this individual is known as the Beneficiary. **Remember: Trusts I, II, III and IV all protect means-tested public benefits, such as SSI and Medicaid.**

The money in each sub-account is pooled (combined) for purposes of investment. Beneficiaries only have access to their own sub-account funds (including pro-rata earnings). After the sub-account is funded, a four-digit sub-account number and tax ID number will be assigned.

| Third Party Trusts | | Self-Settled Trusts | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Trust I and Trust III are "Third Party Trusts" meaning the person putting money into the Trust is a <u>different person</u> than the individual with a disability. | | Trust II and Trust IV are "Self-Settled Trusts" meaning the person putting money into the Trust is the <u>same person</u> as the individual with a disability. | |
| Trust I | Trust III | Trust II | Trust IV |
| Supplemental | Discretionary *Recommended | Supplemental | Discretionary *Recommended |
| May be established for a Beneficiary of any age without penalty to that Beneficiary's SSI or Medicaid. | | Established for Beneficiaries under age 65. <i>If the Beneficiary is OVER age 65, a transfer of assets determination must be made by the Beneficiary's attorney because a penalty may be assessed by Texas Medicaid.</i> | |

Instructions for completing Joinder Agreement IV

Example images in these instructions (pgs. i-vii) are visual aids ONLY. MPT will only accept answers provided on the Joinder Agreement IV (pgs. 1-11) - not answers written on these instructions.

Type **OR** handwrite answers when completing Joinder Agreement IV - **DO NOT DO BOTH.**

Grantor:

The Grantor is the person who establishes the sub-account for the Beneficiary. The Grantor may be the individual with a disability (Beneficiary), their parent, grandparent, legal guardian or a court. If the Beneficiary has a guardian, the Beneficiary may NOT be the Grantor. If the Grantor is a guardian or a court, Birthdate and Social Security Number are not required.

Parents: Include one or both parents' information on ONLY one page 1 of the Joinder Agreement IV as Grantor(s).

Guardians: The court order establishing the guardianship and current letters of guardianship MUST be submitted with the Joinder Agreement IV.

Court Ordered Trusts: A copy of the court order that orders the establishment of the Trust sub-account MUST be submitted with the Joinder Agreement IV. Contact MPT with any questions.

C. Grantor:

1. Name: _____
2. Address: _____
3. Social Security Number: _____
4. Telephone: Home: _____ Work: _____
5. Birthdate: _____
6. Relationship to Beneficiary: _____

Beneficiary:

The Beneficiary (the individual with a disability) is the person benefiting from the sub-account. **All information about the Beneficiary (including the Beneficiary's Social Security Number) is required.** (If the Beneficiary does not have an email address or phone number, write "N/A.")

D. Beneficiary:

1. Name: _____
2. Address: _____
3. Social Security Number: _____
4. Telephone: Home: _____ Work: _____
Email: _____ Cell Phone: _____
5. Birthdate: _____

Guardians/Representatives- SECTIONS E & F:

The Grantor must decide who will be the **Primary Representative** (the main point of contact for MPT).

1. The Primary Representative is required to: complete and submit Disbursement Request Forms, responsibly monitor quarterly sub-account bank statements, communicate with MPT, update sub-account contact information and maintain a close relationship with the Beneficiary.
2. The Primary Representative is the **ONLY** person who is able to request disbursements, update contact information, correspond with MPT and receive financial statements after the sub-account is funded.
3. Choices for the Primary Representative include: the Beneficiary, legal guardian, representative payee, power of attorney, parent, sibling, other family member, a close friend, a social worker or a case manager. *The legal representative is not required to be the Primary Representative.*

SECTION E:

With the chosen Primary Representative in mind, review the three situations below and determine which applies. *Follow only one of the three options for section E:*

1) Beneficiary has a legal representative who will **ALSO** be the Primary Representative

- Section E.1. (a-d) Beneficiary's legal representative: Write the legal representative's name and contact information in this section.
- Section E.2. Write the legal representative's name.
 - Write an individual employee's name and phone/email in section E.2. if the Beneficiary's legal representative is an organization.

2) Beneficiary has a legal representative who will **NOT** be the Primary Representative

- Section E.1. (a-d) Beneficiary's legal representative: Write the legal representative's name and contact information in this section.
- Section E.2. Write the name of the chosen Primary Representative.

3) Beneficiary **HAS NO** legal representative

- Section E.1. (a-d) Beneficiary's legal representative: Write "none."
- Section E.2. Write the name of the chosen Primary Representative.

Section E.

E. Guardians/Representatives:
Unless the Grantor requests otherwise and until the Grantor is no longer able to serve as such, the Grantor shall be the Beneficiary's Primary Representative.
When the Grantor is no longer able to act as the Beneficiary's Primary Representative, the Guardian or legal representative listed below in Sec. E-1 shall be the Primary Representative (with a court-appointed Guardian, if any, taking precedence).

1. Beneficiary's legal representative [e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary]:

a. Name: _____

b. Address: _____

c. Telephone: Home: _____ Work: _____

Email: _____ Cell Phone: _____

d. Relationship: _____

2. The Primary Representative will be: _____

SECTION F:

With the chosen Primary Representative in mind, review the two situations below and determine which applies. *Follow only one of the two options for section F.*

1) The Primary Representative listed in E.2. is the Grantor, Beneficiary or legal representative

- First Alternate: An additional person must be listed with all contact information.
- Second Alternate: A third person must be listed with all contact information.

2) The Primary Representative listed in E.2. is **NOT** the Grantor, Beneficiary or legal representative

- First Alternate: The chosen Primary Representative's contact information must be listed.
- Second Alternate: An additional person must be listed with all contact information.

Section F.

F. Alternates: If the person listed in Section E-2 ceases to serve, please list below, in order, the persons that you would like to be successor Primary Representatives:

First Alternate:

1. Name: _____

2. Address: _____

3. Telephone: Home: _____ Work: _____

4. Relationship: _____

Second Alternate:

1. Name: _____

2. Address: _____

3. Telephone: Home: _____ Work: _____

4. Relationship: _____

No Alternates Remaining:

MPT relies on the information provided in the No Alternates Remaining section after the Primary Representative and all Alternate Representatives are no longer able to serve. Sample directives to the No Alternates Remaining section of the Joinder Agreement IV include: “Ask the Beneficiary”, “Ask the attorney”, “Ask Aunt Jane, 512-555-5555”, “Ask closest living relative” or other instructions.

No Alternates Remaining:
If none of the named Primary Representatives or successors are able to serve, how would you like for the Manager to select another Primary Representative?

* If this section is left blank, funds from the sub-account will be used to locate an appropriate Primary Representative. *

Current Benefits:

To determine which benefits from the Social Security Administration the Beneficiary is receiving, obtain a Benefits Planning Query (BPQY) by calling: 1-800-772-1213. For Medicaid information, visit <https://yourtexasbenefits.com/>, call 2-1-1 or 1-877-541-7905.

ALL CURRENT BENEFITS INFORMATION IS REQUIRED.

G. Current Benefits:
1. Does Beneficiary receive Supplemental Security Income? (SSI) _____
If so, how much per month? _____
2. Does Beneficiary receive Social Security benefits? _____
If so, how much per month? _____
3. Does Beneficiary receive Social Security Disability Insurance? (SSDI) _____
If so, how much per month? _____
4. Does Beneficiary receive Medicaid? _____
If so what is the Medicaid card number? _____

All four (4) questions MUST BE ANSWERED. Write Yes or No (or applying/re-applying) for every benefit question. Write amounts if applicable.

If the Beneficiary is NOT receiving SSI, SSA or SSDI, documentation must be included with the Joinder Agreement IV that indicates the Beneficiary meets Social Security Administration’s definition of an individual with a disability.

Other Forms of Government Assistance:

If applicable, list other forms of assistance the Beneficiary is receiving that is not listed in the Current Benefits section. Examples may include: Medicare, QMB, SLMB, QI, HCS, TxHml, Nursing Home, Star+Plus and provider, Food Stamps, Section 8 housing, etc.

5. List all other forms of government assistance that the Beneficiary receives:
(i.e. Medicare, Veterans benefits, MHMR Services, Community Based Alternatives, housing subsidies, food stamps, etc.)

Health Insurance:

If the Beneficiary has private health insurance OR Medicare, include the type(s) and policy number(s) in this section of the Joinder Agreement IV.

H. If the Beneficiary is covered under any policy of health insurance, what is the insurer’s name and address, and what is the policy number?
1. Insurer: _____
2. Address: _____

3. Policy Number: _____

If the Beneficiary does NOT have private health insurance OR Medicare, write “N/A.”

Pre-Paid Funeral or Burial Insurance Plan:

If the Beneficiary has a pre-paid funeral or burial insurance plan, the Insurer’s name and address, and the policy number for the Beneficiary, must be provided.

I. If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer’s name and address, and what is the policy number?

1. Insurer: _____

2. Address: _____

3. Policy Number: _____

If the Beneficiary does not have a plan, write “N/A.” A plan may be purchased with sub-account funds during the Beneficiary’s lifetime.

MPT encourages all Beneficiaries to have a pre-paid funeral plan, because the sub-account CANNOT pay for funeral expenses after the Beneficiary has passed away.

Disability:

If the Beneficiary’s medical diagnosis clearly describes the nature of the Beneficiary’s disability, write the medical diagnosis for questions J.1. and J.2. in this section for Joinder Agreement IV. Answer J.3. to the best of your knowledge.

J. Disability

1. What is the nature of the Beneficiary’s disability?

2. If the Beneficiary’s condition has been medically diagnosed, what is the diagnosis?

3. What is the prognosis at this time?

If the Beneficiary’s medical diagnosis does NOT clearly describe the nature of the Beneficiary’s disability, or if there is no medical diagnosis, answer all three questions to the best of your knowledge.

Source of Beneficiary’s Funds - describe source:

The funding for a Trust IV sub-account may come from the Beneficiary’s own checking or savings account, inheritances left to the Beneficiary directly, lawsuit settlements involving the Beneficiary, child-support payments for the Beneficiary’s needs, Supplemental Security Income back payments, other funds belonging to the Beneficiary or any combination of the above.

Section K.1.

1. Source of Beneficiary’s Funds – describe source:

THIS INFORMATION IS REQUIRED

ONLY the BENEFICIARY’S FUNDS can be placed in a Trust IV sub-account.

Understanding the Distribution of the Remainder upon death of Beneficiary:

The Grantor must decide how any remaining funds in the sub-account will be distributed upon the Beneficiary’s death. The Grantor’s answer to this question on the Joinder Agreement IV cannot be changed once the Trust IV sub-account is funded.

Remaining funds will be distributed in this order: the Trust’s Remainder Share, followed by the State Reimbursement Claim(s) and if any funds remain, the Final Remainder Beneficiaries.

If the Beneficiary ever received Medicaid during their lifetime, the state(s) may be reimbursed up to the amount remaining in the sub-account after the Beneficiary’s death- potentially leaving no funds for Final Remainder Beneficiaries. Some Grantors choose to leave a percentage to the Trust’s Remainder Share to be used for other individuals with disabilities in lieu of reimbursing the state(s).

Understanding the Distribution of the Remainder upon death of Beneficiary (continued):

If funds remain in the sub-account upon the Beneficiary's death, those remaining funds may be distributed to up to three categories explained below.

(1) The Trust's Remainder Share

The Trust's Remainder Share (section K.2.a.) is a separate sub-account within the MPT used for individuals with disabilities at the discretion of the MPT as defined in Trust IV.

(2) State Reimbursement Claims

All states where the Beneficiary received Medicaid services, if any, must be notified by MPT of the Beneficiary's passing. The state(s) then send a report(s) to MPT showing all Medicaid payments made on the Beneficiary's behalf. The total amount shown in the report(s) is the amount due to the state(s). Only up to the amount remaining in the deceased Beneficiary's sub-account is required to be paid to the state(s). Payment is not required for any outstanding amounts. By law, all Self-Settled Trusts must have this requirement to qualify as a special needs trust. This requirement is called the State Reimbursement Claim(s), also known as the "Medicaid Payback provision."

(3) Final Remainder Beneficiaries

The Final Remainder Beneficiaries (section (K.2.b.(i)-(iii))) are the people or organizations chosen by the Grantor to receive any remaining funds from the deceased Beneficiary's Trust IV sub-account.

Completing the Trust's Remainder Share (section K.2.a.)

Keeping the State Reimbursement Claim in mind, the Grantor can decide how much to leave to the Trust's Remainder Share, if any. Grantors can leave 0%, 100% or any percentage between 1% and 99% to the Trust's Remainder Share. If 100% is left to the Trust's Remainder Share, then all funds will be retained by the Trust and no State Reimbursement Claim(s) will be paid, or distributed (paid) to Final Remainder Beneficiaries. In Example A, the Grantor left 20% to the Trust's Remainder Share and in Example B, the Grantor left 100% to the Trust's Remainder Share.

Completing the Final Remainder Beneficiaries (section K.2.b.(i)-(iii))

If the Grantor decides to leave less than 100% to the Trust's Remainder Share, the Grantor must complete the Final Remainder Beneficiaries section. The Grantor must write in the Final Remainder Beneficiaries section (K.2.b.(i)-(iii)): the names, addresses, telephone numbers and chosen percentage of funds to be distributed to each person or organization. The chosen percentage of funds for all Final Remainder Beneficiaries (K.2.b.(i)-(iii)) totaled together must equal 100%, not counting the Trust's Remainder Share (Example A).

If the Grantor leaves 100% to the Trust's Remainder Share, the Grantor must write "None" in (K.2.b.(i)) and "0%" in Percentage of Final Remainder and "0%" in Total of Percentages (Example B).

If the Grantor wishes to list more than three Final Remainder Beneficiaries or any Contingent Beneficiaries, include this information on a separate page titled "Schedule C" and write "see Schedule C" at (K.2.b.(i)).

Section K.2.

Example A

2. Distribution of Remainder upon death of Beneficiary:

(1) Trust's Remainder Share → a. Trust's Remainder Share: Please note what percentage of the Beneficiary's sub-account Remainder you elect to be retained prior to being used to satisfy State Reimbursement Claims if any: **20%**

The Trust's Remainder Share will be used in the Trustee's discretion as follows: "(a) for the benefit of other indigent Beneficiaries, (b) to add indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to the Trust as Beneficiaries, or (c) to provide for services deemed suitable for such persons by the Trustee."

(2) State Reimbursement Claims → b. If funds remain after distributions to the Trust's Remainder Share and to the State of Texas or other state(s) for State Reimbursement Claims, if any, list below the persons or entities that you would like to receive the funds: (Include name, address, and telephone numbers of each Final Remainder Beneficiary.)

(3) Final Remainder Beneficiaries →

(i) Name: **He Smith (Beneficiary's sister)** Telephone: **(512) 555-5555**
Address: **1234 Oak Street, Austin, TX, 78701**

Current Age: **17 yrs old** Percentage of Final Remainder (must total 100%): **50%**

(ii) Name: **The Animal Shelter** Telephone: **(210) 555-5555**
Address: **456 Pecan Tree Drive, San Antonio, TX, 78204**

Current Age: **N/A** Percentage of Final Remainder (must total 100%): **50%**

(iii) Name: **N/A** Telephone: _____
Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%): **0%**

***TOTAL OF PERCENTAGES: 100%**

Example B

(1) Trust's Remainder Share → a. Trust's Remainder Share: Please note what percentage of the Beneficiary's sub-account Remainder you elect to be retained prior to being used to satisfy State Reimbursement Claims if any: **100%**

The Trust's Remainder Share will be used in the Trustee's discretion as follows: "(a) for the benefit of other indigent Beneficiaries, (b) to add indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to the Trust as Beneficiaries, or (c) to provide for services deemed suitable for such persons by the Trustee."

(2) State Reimbursement Claims → b. If funds remain after distributions to the Trust's Remainder Share and to the State of Texas or other state(s) for State Reimbursement Claims, if any, list below the persons or entities that you would like to receive the funds: (Include name, address, and telephone numbers of each Final Remainder Beneficiary.)

(3) Final Remainder Beneficiaries →

(i) Name: **None** Telephone: _____
Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%): **0%**

(ii) Name: _____ Telephone: _____
Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%): _____

(iii) Name: _____ Telephone: _____
Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%): **0%**

***TOTAL OF PERCENTAGES: 0%**

Signature Page:

The individual listed as the Grantor(s) on page 1 of the Joinder Agreement IV **must sign** the signature page in front of a Notary. (Note: if the answers on the Joinder Agreement IV are typed, the Grantor(s) must still sign the signature page with a pen – no typed signatures will be accepted).

The Notary acknowledges the Grantor's signature by completing, signing and stamping the section titled "Acknowledgement of Grantor's Signature."

The ORIGINAL pen-ink version of this page MUST be mailed to the Master Pooled Trust.

The Grantor(s) is only responsible for the highlighted portions of this page. The other sections will be completed and signed by The Arc of Texas Master Pooled Trust. Leave those areas blank.

IN WITNESS WHEREOF:

Whereas the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms;

Sign here _____ Date here _____
Grantor _____ Date _____

Grantor 2 (if applicable) _____ Date _____

and the Manager has accepted this Joinder Agreement;

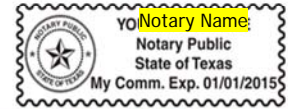
The Arc of Texas, Inc., is Manager

By: _____ Name: _____

Title: _____

the parties hereby execute this Joinder Agreement, to be effective as of the _____ day of _____, 20____.

ACKNOWLEDGEMENT OF GRANTOR'S SIGNATURE
THE STATE OF TEXAS
County of Your County Here



This instrument was acknowledged before me by Grantor's first and last name and _____

_____, as Grantor(s), on Date here _____, 20____ Date here _____

My commission expires: Date here _____

Notary Public, State of Texas

Notary Name here _____

(Print Name of Notary)

ACKNOWLEDGEMENT OF MANAGER'S SIGNATURE

THE STATE OF TEXAS
County of TRAVIS

This instrument was acknowledged before me by an agent of The Arc of Texas, Inc., on _____ day of _____, 20____.

Completion of the checklist is required.

**CHECKLIST FOR SELF-FUNDED SUB-ACCOUNTS
MASTER POOLED TRUST**

It is not The Arc's intention to provide legal advice. Attorneys working with families should be experienced in trust and government benefits issues. The Arc urges attorneys who are not experienced in these areas for persons with disabilities to direct families on to attorneys who have such experience.
Please submit this checklist with the joinder agreement.

- The beneficiary of the trust meets the definition of having a disability according to the Social Security definition. (check appropriate options.) The beneficiary is currently eligible for SSI _____ SSI _____ Medicaid _____ or the beneficiary has obtained a disability determination by TDHS _____ or for recipients with long term care Medicaid over the age of 65 _____.
- My client has been advised of the tax consequences of trust sub-account profit.
- This is a discretionary trust; However, I have advised my client that the Master Pooled Trust cannot disburse funds for basic needs (shelter, including rent, mortgage, deposits & basic utility bills, property taxes; and food) but is a supplemental trust. The funds are budgeted for supplemental items which are appropriate to the sub-account beneficiaries needs. The trust account can approve a disbursement for a pre-paid burial plan but cannot approve disbursements after the beneficiary's death for a funeral.
- I have advised my client that federal law requires that all unspent amounts in the Beneficiary's sub-account at the Beneficiary's death must be used to reimburse the State for medical services received, unless the Donor chooses to leave a percentage of the funds for other beneficiaries of the Trust.
- There are no Texas Dept. of Aging & Disability Services Medicaid liens against the funds. (contact #: 512/490-4680)
- There are no Texas Medicaid & Healthcare Partnership liens or claims against the funds. (contact # 512/506-7546)
- There are no other liens or claims against the trust sub-account funds.
- I have advised my client that certain trusts may be subject to claims for some or all mental health and mental retardation services; however, there are statutes governing trust exemptions. These are Texas Health & Safety Code §534.0175 for community centers, TH&SC §552.018 for state operated MH facilities, and TH&SC §593.081 for state operated MR facilities. If the individual beneficiary is receiving Medicaid, then the individual's sub-account is not subject to charges for Medicaid-covered services.
- I have advised my client that, under 42 U.S.C. §1396(p)(c), certain transfers of assets for less than fair market value (including but not limited to the purchase of an annuity that will not pay back to the purchaser the amount paid for it) can result in a period of ineligibility for certain types of Medicaid, including long-term care Medicaid, home or community-based waiver services, home health care services, home and community care for functionally disabled elderly individuals, and personal care services; and I have further advised my client that the act of joining The Arc of Texas Master Pooled Trust is not considered such a transfer of assets for less than fair market value, but I have also advised my client that if such a transfer of assets for less than fair market value has occurred, as would be penalized under 42 U.S.C. §1396(p)(c), joining The Arc of Texas Master Pooled Trust will not avoid or mitigate the penalty period.

| | |
|------------------------------------------------------|---------------------------------------------------|
| Attorney Name Attorney name, print or type | Grantor Name Client name, print or type |
| Attorney Name Signature | Grantor Name Signature |
| Date Date | Date Date |

Checklist for Self-Funded Sub-Accounts:

The Master Pooled Trust strongly recommends that the Grantor consult with an attorney who is familiar with pooled trust and government benefits issues when completing the Joinder Agreement IV.

The Grantor must read each statement on the checklist and place a check mark on each line. Then the Grantor must acknowledge his or her review by signing on the bottom right of the checklist.

If the Grantor establishes the Master Pooled Trust sub-account through an attorney, the attorney must sign on the bottom left of the checklist. If the Grantor chooses to establish the Master Pooled Trust sub-account WITHOUT an attorney, the Grantor must write "waive" on the bottom left of the checklist.

JOINDER AGREEMENT IV
for
The Arc of Texas Master Pooled Trust

This is a legal document. You are encouraged to seek independent, professional advice before signing.

A. The undersigned hereby enrolls in and adopts The Arc of Texas Master Pooled Trust Agreement dated December 2 , 2000, which is incorporated herein by reference.

B. Trust sub-account number: _____
(acct. # will be assigned by The Arc of Texas, upon enrollment)

C. Grantor:

1. Name: _____

2. Address: _____

3. Social Security Number: _____

4. Telephone: Home: _____ Work: _____

5. Birthdate: _____

6. Relationship to Beneficiary: _____

D. Beneficiary:

1. Name: _____

2. Address: _____

3. Social Security Number: _____

4. Telephone: Home: _____ Work: _____

Email: _____ Cell Phone: _____

5. Birthdate: _____

(Items D: 6-8 are optional; However, this family history information can be useful to The Arc in locating family members in the future.)

6. Place of birth: Hospital/ City/State : _____

7. Mother's name: _____ SSN: _____

8. Father's name: _____ SSN: _____

E. Guardians/Representatives:

Unless the Grantor requests otherwise and until the Grantor is no longer able to serve as such, the Grantor shall be the Beneficiary's Primary Representative.

When the Grantor is no longer able to act as the Beneficiary's Primary Representative, the Guardian or legal representative listed below in Sec. E-1 shall be the Primary Representative (with a court-appointed Guardian, if any, taking precedence).

1. Beneficiary's legal representative [e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary]:

a. Name: _____

b. Address: _____

c. Telephone: Home: _____ Work: _____

Email: _____ Cell Phone: _____

d. Relationship: _____

2. **The Primary Representative will be:** _____

F. Alternates: If the person listed in Section E-2 ceases to serve, please list below, in order, the persons that you would like to be successor Primary Representatives:

First Alternate:

1. Name: _____

2. Address: _____

3. Telephone: Home: _____ Work: _____

4. Relationship: _____

Second Alternate:

1. Name: _____
2. Address: _____
3. Telephone: Home: _____ Work: _____
4. Relationship: _____

No Alternates Remaining:

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

G. Current Benefits:

1. Does Beneficiary receive Supplemental Security Income? (SSI) _____
If so, how much per month? _____
2. Does Beneficiary receive Social Security benefits? _____
If so, how much per month? _____
3. Does Beneficiary receive Social Security Disability Insurance? (SSDI) _____
If so, how much per month? _____
4. Does Beneficiary receive Medicaid? _____
If so what is the Medicaid card number? _____

5. List all other forms of government assistance that the Beneficiary receives:
(i.e. Medicare, Veterans benefits, MHMR Services, Community Based Alternatives,
housing subsidies, food stamps, etc.)

H. If the Beneficiary is covered under any policy of health insurance, what is the insurer's name and address, and what is the policy number?

1. Insurer: _____

2. Address: _____

3. Policy Number: _____

I. If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer's name and address, and what is the policy number?

1. Insurer: _____

2. Address: _____

3. Policy Number: _____

J. Disability

1. What is the nature of the Beneficiary's disability?

2. If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

3. What is the prognosis at this time?

K. Distributions of the Remainder upon the Beneficiary's death:

If this Pooled Trust sub-account is funded with the Beneficiary's own money, federal law requires that all unspent amounts in the Beneficiary's sub-account at the Beneficiary's death must be used to reimburse the State for medical services received ("State Reimbursement Claims"), unless amounts are retained by the Trust in the Trust's sub-account (the "Trust's Remainder Share"). If there are funds remaining in the Beneficiary's sub-account after the Trust's remainder share has been satisfied and the State claims have been satisfied, such amounts are available to be distributed to other beneficiaries of the Grantor's choosing ("Final Remainder Beneficiaries"). The Grantor is required to designate Final Remainder Beneficiaries.

1. Source of Beneficiary's Funds – describe source:

2. Distribution of Remainder upon death of Beneficiary:

a. Trust's Remainder Share: Please note what percentage of the Beneficiary's sub-account Remainder you elect to be retained by the Trust* prior to being used to satisfy State Reimbursement Claims if any: _____

The Trust's Remainder Share will be used in the Trustee's discretion as follows:
"(a) for the benefit of other indigent Beneficiaries, (b) to add indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to the Trust as Beneficiaries, or (c) to provide indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication or services deemed suitable for such persons by the Trustee."

b. If funds remain after distributions to the Trust's Remainder Share and to the State of Texas or other state(s) for State Reimbursement Claims, if any, list below the persons or entities that you would like to receive the funds: *(Include name, address, and telephone numbers of each Final Remainder Beneficiary.)*

(i) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

(ii) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

(iii) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

***TOTAL OF PERCENTAGES:** _____

c. If any Final Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that beneficiary will instead be distributed to his or her descendants, per stirpes. If a Final Remainder Beneficiary does not have descendants, then his or her share shall lapse.

3. Locating Final Remainder Beneficiaries. Grantor acknowledges that The Arc may incur additional costs if Final Remainder Beneficiaries or the beneficiaries of Grantor's estate cannot be located easily. Grantor acknowledges and agrees that the manager may recover its reasonable costs and expenses associated with locating such beneficiaries.

L. Fees.

Grantor agrees to pay the fees in accordance with Schedule A that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Grantor, the Manager and Trustee are authorized to charge such fees to a Beneficiary's sub-account. **Fees are not refundable.**

M. Management of Trust Sub-account/Disbursements.

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

2. Discretionary Trust: Health, Education, Maintenance, and Other Needs. The Trustee shall make disbursements from a Beneficiary's Sub-Account in such amounts, from zero to the entire Sub-Account, as shall be directed by the Manager within the Manager's sole discretion for health, education, maintenance, and other needs of a Beneficiary, or may refuse to make disbursements, as directed by the Manager in the Manager's sole discretion. *The Manager is under no obligation to direct any expenditures of income or principal for the Beneficiary.*

3. Disbursements. The Trustee, at the Manager's direction or in the absence of such direction in its sole discretion, may make any payments or disbursements under the Trust as follows: (a) directly to a Beneficiary's Primary Representative or to the Beneficiary (recognizing that when such a payment is made, it can be used by the Beneficiary or the Beneficiary's personal representative for any reason whatsoever, including for food, clothing, and shelter, and thus could be treated as income to the Beneficiary), (b) in any form allowed by law, (c) to any person deemed suitable by Trustee, or (d) by direct payment of a Beneficiary's expenses.

N. Contact Information Regarding the Sub-Account Disbursements and Other Matters: Contact information for The Arc of Texas Master Pooled Trust and the Manager are included on **Schedule B**, and may be amended from time to time.

O. Miscellaneous:

1. The provisions of this Joinder Agreement may be amended as the Grantor and the Manager may jointly agree, so long as any such amendment is consistent with The Arc of Texas Master Pooled Trust Agreement and the then-applicable law. Provided, however, that after a sub-account is funded the Grantor may not revoke a transfer nor amend items D or K(2) of this Joinder Agreement.

2. Taxes:

a. The Grantor acknowledges that the Manager has made no representation to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise.

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

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

3. The Trust managed by the Manager is a pooled trust, governed by the laws of Texas, 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.

P. ACKNOWLEDGEMENT BY GRANTOR

Each Grantor acknowledges that he or she has been advised to have The Arc of Texas Master Pooled Trust Agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement.

Each Grantor acknowledges that the Trustee is a financial institution and is not licensed or skilled in the field of social services. Grantors acknowledge and agree that the Trustee may conclusively rely upon the Manager to the Trustee to identify programs that may be of social, financial, developmental or other assistance to Beneficiaries. The Trustee, its agents and employees, as well as their agents' and employees' heirs and legal personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

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

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

Each Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Manager, and the funding of a sub-account for a Beneficiary, that this Trust, as to the Grantor and the Beneficiary, is irrevocable. Each Grantor acknowledges that after the funding of a sub-account, the Grantor 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 Grantor represents, warrants and agrees that he or she has not been provided, nor is her or she relying upon, any representation of or any legal advice by The Arc of Texas, Inc. in deciding to execute this Joinder Agreement.

Each Grantor 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 Arc of Texas Master Pooled 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 Arc of Texas Master Pooled 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 Arc of Texas, Inc. or its designee may be a Remainder Beneficiary of a portion of the sub-account established hereby upon the death of the Beneficiary as provided in Section K(2)(b) of this Joinder Agreement.**

Q. FEDERAL TAXES; INDEMNIFICATION BY GRANTOR

Each Grantor acknowledges that a trust sub-account may be treated as a grantor trust for federal income tax purposes as provided under IRC §671 et. Seq. and the treasury income tax regulations thereunder. In such event, all allocable income, gains or losses shall be reported on the Grantor's federal income tax return and taxable to the Grantor. Each Grantor acknowledges that the Grantor, the primary representative, or the Beneficiary shall be responsible for mailing their own federal and/or state income tax returns to report the income of the Trust which is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee and the Manager from any and all claims for income tax liabilities of his or her sub-account which is treated as a grantor trust for federal income tax purposes. If any taxes are due on a sub-account, the funds for payments of the taxes will be automatically distributed from the sub-account.

IN WITNESS WHEREOF:

Whereas the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms;

Grantor

Date

Grantor 2 (if applicable)

Date

and the Manager has accepted this Joinder Agreement;

The Arc of Texas, Inc., as Manager

By: _____ Name: _____

Title: _____

the parties hereby execute this Joinder Agreement, to be effective as of the _____ day of _____, 20_____.

ACKNOWLEDGEMENT OF GRANTOR'S SIGNATURE

THE STATE OF TEXAS

County of _____

This instrument was acknowledged before me by _____ and _____, as Grantor(s), on _____, 20_____.

My commission expires: _____

Notary Public, State of Texas

(Print Name of Notary)

ACKNOWLEDGEMENT OF MANAGER'S SIGNATURE

THE STATE OF TEXAS

County of TRAVIS

This instrument was acknowledged before me by an agent of The Arc of Texas, Inc., on _____, 20_____.

My commission expires: _____

Notary Public, State of Texas

SCHEDULE A
TO THE JOINDER AGREEMENT, WHICH IS APPENDIX I
MASTER POOLED TRUST FEE SCHEDULE

Fees Effective as of July 1, 2015

The following fees, which may be changed from time to time, may be charged by The Arc of Texas Master Pooled Trust.

A one-time enrollment fee of \$600* is due at the time the Joinder Agreement is executed. The enrollment fee covers the cost of opening a Trust sub-account for the Beneficiary.

There is no annual renewal fee before the sub-account is funded.

Annual Maintenance and Consultation Fees: After the sub-account is funded (sometimes referred to as "funded enrollment"), the following annual fees are due. Although annual fees may increase or decrease over time, you will never be required to pay a higher fee than the rate that is applicable at the time your account is funded.

Fee schedule for "Distributions Authorized" accounts (means "checks will be requested")

Annual Consultation fee:
1.75% on the first \$50,000;
1.25% for amounts between \$50,000 up to \$100,000
1% for amounts over \$100,000
Minimum annual fee: \$ 300

-OR-

Fee Schedule for "Distributions Deferred" accounts (no checks will be requested during the year)

Annual Maintenance Fee:
1.25% for amounts up to \$100,000
1% for amounts over \$100,000
Minimum annual fee: \$250

Special Assessments:

The Trustee and the Manager have authority from time to time, as necessary, to assess all sub-accounts or certain sub-accounts with special assessments for specific costs such as the cost of defending a sub-account of the Trust, or taking actions to preserve a beneficiary's Government Assistance. See Section 7.9 of the Trust Agreement for a description of possible defense costs.

Other fees:

1. Frequent Disbursement Fee for disbursements that exceed 24 per year - \$12.50 per disbursement.
2. IRS tax preparation fee – To be negotiated at the lowest reasonable rate
3. Closing Fee- A \$100 fee will be assessed upon closure of the sub-account
3. Any other fees applicable to this sub-account as follows:

SCHEDULE B
TO THE JOINDER AGREEMENT, WHICH IS APPENDIX I
TO THE ARC OF TEXAS MASTER POOLED TRUST

Contact Information

For information regarding a Beneficiary's sub-account, or for requests for disbursements, call or write The Arc of Texas, Inc. at:

The Arc of Texas Master Pooled Trust
8001 Centre Park Drive, Suite 100
Austin, TX 78754

Telephone:
1-800-252-9729
or
(512) 454-6694

**CHECKLIST FOR SELF-FUNDED SUB-ACCOUNTS
MASTER POOLED TRUST**

It is not The Arc's intention to provide legal advice. Attorneys working with families should be experienced in trust and government benefits issues. The Arc urges attorneys who are not experienced in these areas for persons with disabilities to direct families on to attorneys who have such experience.

Please submit this checklist with the joinder agreement.

_____ The beneficiary of the trust meets the definition of having a disability according the Social Security definition. (*check appropriate options.*) The beneficiary is currently eligible for SSI ___ SSDI ___ Medicaid ___ or the beneficiary has obtained a disability determination by TDHS ___ or for recipients with long term care Medicaid over the age of 65 ___.

_____ My client has been advised of the tax consequences of trust sub-account profit.

_____ This is a discretionary trust; However, I have advised my client that the Master Pooled Trust cannot disburse funds for basic needs (shelter, including rent, mortgage, deposits & basic utility bills, property taxes; and food) but is a supplemental trust. The funds are budgeted for supplemental items which are appropriate to the sub-account beneficiaries needs. The trust account can approve a disbursement for a pre-paid burial plan but cannot approve disbursements after the beneficiary's death for a funeral.

_____ I have advised my client that federal law requires that all unspent amounts in the Beneficiary's sub-account at the Beneficiary's death must be used to reimburse the State for medical services received, unless the Donor chooses to leave a percentage of the funds for other beneficiaries of the Trust.

_____ There are no Texas Dept. of Aging & Disability Services Medicaid liens against the funds. (contact #: 512/490-4680)

_____ There are no Texas Medicaid & Healthcare Partnership liens or claims against the funds. (contact # 512/506-7546)

_____ There are no other liens or claims against the trust sub-account funds.

_____ I have advised my client that certain trusts may be subject to claims for some or all mental health and mental retardation services: however, there are statutes governing trust exemptions. These are Texas Health & Safety Code §534.0175 for community centers, TH&SC §552.018 for state operated MH facilities, and TH&SC §593.081 for state operated MR facilities. If the individual beneficiary is receiving Medicaid, then the individual's sub-account is not subject to charges for Medicaid-covered services.

_____ I have advised my client that, under 42 U.S.C. §1396(p)(c), certain transfers of assets for less than fair market value (including but not limited to the purchase of an annuity that will not pay back to the purchaser the amount paid for it) can result in a period of ineligibility for certain types of Medicaid, including long-term care Medicaid, home or community-based waiver services, home health care services, home and community care for functionally disabled elderly individuals, and personal care services; and I have further advised my client that the act of joining The Arc of Texas Master Pooled Trust is not considered such a transfer of assets for less than fair market value, but I have also advised my client that if such a transfer of assets for less than fair market value has occurred, as would be penalized under 42 U.S.C. §1396(p)(c), joining The Arc of Texas Master Pooled Trust will not avoid or mitigate the penalty period.

Attorney name, print or type

Client name, print or type

Signature

Signature

Date

Date

Joinder IV Mailing Checklist

Use this checklist as a tool for submitting a successful application to enroll in Trust IV.
TRUST IV APPLICATION MATERIALS include: completed Joinder Agreement IV, completed Mailing Checklist, check(s) and any additional required documents.

JOINDER AGREEMENT IV includes:

- Typed OR handwritten answers, not a combination of both (besides the signatures).
- Grantor’s name, address, Social Security Number, phone, birthdate and relationship to the Beneficiary. (Skip SSN and birthdate ONLY IF Grantor is a guardian or court).
- Beneficiary’s name, Social Security Number, birthdate and Texas residential address.
- A chosen Primary Representative’s name and contact information.
- An individual’s name and contact information (*First and Second Alternates* sections).
- Instructions for MPT to follow when choosing a successor Primary Representative (*No Alternates Remaining* section).
- A *Yes* or *No* (or *applying/reapplying*) answer to all SSI, SSA, SSDI and Medicaid questions. Any amounts are listed, if applicable (*Current Benefits* section).
- The Beneficiary’s medical diagnosis, or a description of the nature of the Beneficiary’s disability if the medical diagnosis is unknown (*Disability* section).
- A clear explanation of the source of money funding the sub-account (*Source of Beneficiary’s Funds* section).
- Percentages in BOTH parts of the *Distribution of the Remainder upon death of Beneficiary* section:
 - (a) *Trust’s Remainder Share* section: (0-99% or 100%)
 - (b) *Final Remainder Beneficiaries* section: (Total = 100% or 0%) AND name, address, phone
- Pen-ink signatures of the Grantor(s) and Notary Public (with stamp) on the signature page.
- A completed *Checklist for Self-Funded Sub-Accounts* (all boxes checked and required signature(s)).

CHECK(S)

- Enrollment Fee check for \$600.00 made payable to “The Arc of Texas.”
- If applicable, the Funding Check made payable to “The Arc of Texas Master Pooled Trust FBO (Beneficiary’s first and last name).”

Mail application materials to:
The Arc of Texas
Master Pooled Trust
8001 Centre Park Drive, Suite 100
Austin, Texas 78754

ADDITIONAL REQUIRED DOCUMENTS

- If applicable: Letters of Guardianship, Court Orders, Disability Documentation, POA, etc.

If The Master Pooled Trust has questions about the answers provided on the Joinder Agreement IV or if additional documentation is needed, the person listed below will be contacted.

| | | |
|-------------------------------------------------|-------|-------------------------|
| Name of the person who completed this checklist | Date | Relationship to Grantor |
| Phone | Email | |