

The Arc of Texas  
**MASTER POOLED** *trust*

**JOINDER AGREEMENT with Supplemental Information**

The **Joinder Agreement** is the application to establish a **sub-account** with the **Master Pooled Trust (MPT)**. This Packet contains: Instructions, Joinder Agreement, Supplemental Information, and a Mailing Checklist. The Trust Document associated with this Joinder Agreement can be found at [www.thearcoftexas.org/trust](http://www.thearcoftexas.org/trust). The Arc of Texas recommends that you seek legal advice from a qualified attorney when establishing a sub-account with the Master Pooled Trust.

To join The Arc of Texas Master Pooled Trust, the Beneficiary (the person that the account is set up for), must meet the following criteria:

- Be a Texas Resident
- Meet Social Security Administration's definition of disability\*
- Funded with Cash assets or items that can be converted into cash

\*To meet the SSA definition, a disability determination must have been made by the appropriate authority. An individual receiving SSI, SSDI, RSDI, and/or certain long term care Medicaid programs qualifies. The MPT does not review medical records or evaluations. A physician's certification may be required.

**ATTORNEYS: If there is ANY Court involvement with the establishment or transfer of a sub-account, contact [trust@thearcoftexas.org](mailto:trust@thearcoftexas.org) to ensure orders are appropriately drafted.**

<b>To enroll a Beneficiary in the Master Pooled Trust you must send the following:</b>		
✓ Completed ORIGINAL signed and notarized Joinder Agreement	✓ Completed ORIGINAL signed Supplemental Information	✓ Enrollment Fee in the amount of \$600  (Electronic Transfer, Check, or Money Order made payable to The Arc of Texas).

**Mail your packet to:  
 The Arc of Texas  
 ATTN: Master Pooled Trust  
 8001 Centre Park Drive, Suite 100  
 Austin, Texas 78754**

NOTE: The Beneficiary is enrolled in the MPT when The Arc of Texas has approved and signed the Joinder Agreement. The sub-account will not be established until the Enrollment Fee is received. Allow a MINIMUM OF TWO WEEKS for The Arc of Texas Master Pooled Trust to review a completed Joinder Agreement and any required documents.

# **Mailing Checklist**

Use this checklist as a tool for submitting a successful application to enroll in the MPT

## **BE SURE YOUR PACKET INCLUDES:**

- Pen-ink signatures of the Grantor(s) and Notary Public (with stamp) on the signature pages.
- The NOTARIZED Joinder Agreement with all REQUIRED fields completed.
- The SIGNED Supplemental Information with all REQUIRED fields completed.

## **CHECK(S)**

- Enrollment Fee check for **\$600.00** made payable to **"The Arc of Texas."**  
*(Electronic Funding Information available upon request to [trust@thearcoftexas.org](mailto:trust@thearcoftexas.org) )*

- If applicable, the **Funding Check** made payable to **"The Arc of Texas Master Pooled Trust FBO (Beneficiary's first and last name)."**

**Mail your packet to:  
The Arc of Texas  
ATTN: 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 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	

After the Joinder Agreement has been reviewed and approved you will receive a packet that includes:

- ✓ Letter confirming establishment of the sub-account
- ✓ A copy of the executed Joinder Agreement and Trust document

After the account is funded you will get:

- ✓ Letter confirming the funding of the sub-account
- ✓ Assigned an four (4) digit Trust sub-account number
- ✓ A copy of the Toolkit (also found at [www.thearcoftexas.org/trust-toolkit](http://www.thearcoftexas.org/trust-toolkit))
- ✓ Packet to provide to SSA/Medicaid to notify them of the sub-account

You will be able to access the funds 10 days after the funds have been deposited into the sub-account. To access funds you will need to complete the Acknowledgement of Policies included in the toolkit. Other forms can be found in the toolkit or at the website at [www.thearcoftexas.org/trust-forms](http://www.thearcoftexas.org/trust-forms)

JOINDER AGREEMENT III  
*for*  
The Arc of Texas Master Pooled Trust

**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 Texas Master Pooled Trust Agreement III dated December 2, 2000, which is incorporated herein by reference.

**A. ACCOUNT NUMBER AND EIN** (To be completed by The Arc of Texas)

(1) Trust sub-account number (assigned upon funding): \_\_\_\_\_

(2) Sub-account EIN: \_\_\_\_\_

(3) Funding Date: \_\_\_\_\_

Please complete this form to the best of your ability. Ensure all **REQUIRED** information is completed in full.

**B. GRANTOR (REQUIRED)** The Grantor is the individual that is establishing the Trust sub-account.

(1) Grantor 1:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

(2) Grantor 2 (if applicable):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**C. BENEFICIARY**

**(1) Biographical Information (REQUIRED)**

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth \_\_\_\_\_

**(2) Contact Information (REQUIRED) (the Beneficiary must be a Texas Resident)**

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

Check if the mailing address is the same as the physical address

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**D. BENEFICAIARY'S DISABILITY CERTIFICATION (REQUIRED):**

(1) The beneficiary meets the definition of a "disabled individual" as defined in Section 1614(a)(3) of the Social Security Act (42 U.S.C. § 1382c(a)(3)). The beneficiary is currently eligible for (check all that apply):

SSI       SSDI       Disabled Adult Child (DAC)       Medicaid

OTHER: \_\_\_\_\_

The beneficiary has obtained a disability determination by HHSC; OR

Is the recipient of long-term care Medicaid (Nursing Home, Waiver, ICF-IID, etc.)

(2) Disability Diagnosis: \_\_\_\_\_

**E. BENEFICIARY'S LEGAL REPRESENTATIVE (REQUIRED)**

The beneficiary **DOES NOT** have a Legal Guardian or Power of Attorney

The beneficiary **DOES** have a Legal Guardian or Power of Attorney (complete below)

(1) Legal Guardian or Power of Attorney (***Proper documentation must be provided***)

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: Guardian Power of Attorney  Other: \_\_\_\_\_

**Has the Beneficiary ever been declared to be incapacitated by a Court of law?**

**(REQUIRED)**

YES

NO

*If YES, please provide a copy of the **court order and letters of guardianship***

**F. REPRESENTATIVES**

Primary Representative: This person or person(s) works closely with The Arc of Texas staff, has access to confidential account information and can give the Trust the authority to release confidential account information to third parties. The Primary Representative will receive tax documents and official correspondence from the Trust and will be responsible for submitting and signing disbursement requests. A court-appointed Guardian, if any, takes precedence.

The Primary Representative can be the Beneficiary, their parent, sibling, relative, guardian, representative payee, power of attorney, caseworker, conservator, or anyone else that supports the beneficiary. If the Primary Representative is acting under a power of attorney or guardianship **legal documentation must be provided.**

If a Primary Representative is not listed, the listed Primary Representative is not willing or able to serve, or it is determined that a Primary Representative is not fit to serve, the Manager shall engage appropriate professionals to serve in such role and which may be paid from the Beneficiary's trust sub-account.

Please provide the name and contact details of the proposed Primary Representatives

(1) **Primary Representative (REQUIRED)**

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

G. **DISTRIBUTIONS OF THE REMAINDER UPON THE BENEFICIARY'S DEATH OR UPON EARLY TERMINATION (REQUIRED)**

**IMPORTANT:** If this Trust sub-account is being funded with funds that **do not** belong to the Beneficiary, then there is no requirement that State Reimbursement Claims be satisfied.

(1) **Final Remainder Beneficiaries (REQUIRED)**

If there are funds remaining in the Beneficiary's sub-account, such amounts are available to be distributed to other beneficiaries of the Grantor's choosing ("Final Remainder Beneficiaries"). Final Remainder beneficiaries are the people or organizations listed below. The Grantor may also choose to leave a percentage (from 0-100%) of the remaining funds in the sub-account to the Trust's Remainder Share. **There is no requirement to leave anything to the Trust's Remainder Share.**

The Trust's Remainder Share will be used at the Manager'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.*"

**The Grantor is required to designate Final Remainder Beneficiaries in Section G(2) below.** If funds remain in the sub-account at the time of the Beneficiary's passing, The Arc of Texas Master Pooled Trust MAY retain funds as outlined below, should the Grantor choose such option.

- (a) To the extent that the balance in the sub-account at the time of the Beneficiaries passing:

**CHOOSE ONE (REQUIRED)**

1. *Grantor determines the percentage below to be retained by the Trust, if any.*  
                     % (1-100%) is retained by the Trust for the Trust's Remainder Share. **If 100% is left to the Trust, no funds will be distributed to Final Remainder Beneficiaries.**

THEN any excess funds remaining in the sub-account is distributed to the Final Remainder Beneficiaries as outlined in Section G(2)

**OR**

2. *Grantor determines that NO funds should be retained by the Trust*  
**None (0%)** shall be retained by the Trust for the Trust Remainder Share. Any excess funds remaining in the sub-account is distributed to the Final Remainder Beneficiaries as outlined in Section G(2).

- (b) If no selection is made in the box directly above (Section G(1)(a)), all remaining funds will be distributed per G(2) of this agreement. **If no Final Remainder Beneficiaries are listed below in G(2), all funds will be retained by the Trust for the Trust's Remainder Share.**

(2) **Final Remainder Beneficiaries (REQUIRED)**

The Grantor is required to designate Final Remainder Beneficiaries. Final Remainder Beneficiaries MAY receive funds if any are available after the Trust Remainder Share (if any) has been satisfied.

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 and will be divided among the remaining Final Remainder Beneficiaries. If at the time of distribution all Final Remainder Beneficiaries are deceased and/or have no descendants, the Trust will retain the remaining funds in the Trust's Remainder Share.

Select if 100% of the funds are left to the Trust's Remainder Share. No Final Remainder Beneficiaries are required.

Final Remainder Beneficiaries are as listed below:

(a) Name: \_\_\_\_\_ Percentage: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (1): \_\_\_\_\_ Phone (2): \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_  
Relationship to Beneficiary: \_\_\_\_\_

(b) Name: \_\_\_\_\_ Percentage: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (1): \_\_\_\_\_ Phone (2): \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_  
Relationship to Beneficiary: \_\_\_\_\_

(c) Name: \_\_\_\_\_ Percentage: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (1): \_\_\_\_\_ Phone (2): \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_  
Relationship to Beneficiary: \_\_\_\_\_



FINAL REMAINDER BENEFICIARIES CONTINUED:

(d) Name: \_\_\_\_\_ Percentage: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (1): \_\_\_\_\_ Phone (2): \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_  
Relationship to Beneficiary: \_\_\_\_\_

TOTAL FINAL REMAINDER BENEFICIARY PERCENTAGES (G(2)(a)-G(2)(d)): \_\_\_\_\_%

SELECT if additional Beneficiaries, contingent beneficiaries, or different Final Remainder Beneficiary distribution directions are included as Schedule C.

(3) **Early Termination of the sub-account (REQUIRED)** Article 12 of the Trust provides that under certain circumstances a sub-account (or the Trust) may be terminated prior to the Beneficiary's death. If the Beneficiary's sub-account is terminated before his or her death, the Manager will either distribute the sub-account's funds to the Beneficiary or on behalf of the Beneficiary unless the Manager is in its sole discretion deems such distribution to not be in the Beneficiary's best interests. If the manager deems such distribution not to be in the Beneficiary's best interest, how should the funds be distributed upon early termination of the Beneficiary's sub-account?

\_\_\_\_\_ *To the Grantor*

\_\_\_\_\_ *To the Grantor's estate*

\_\_\_\_\_ *To the Final Remainder Beneficiaries listed in G2 above*

H. **LOCATION FEE** Grantor acknowledges that the Manager may incur costs in locating appropriate contacts for the account, including but not limited to the Beneficiary, Primary or Legal Representatives. Grantor acknowledges and agrees that the manager may recover its reasonable costs and expenses associated with locating such individuals.

I. **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. The Manager and Trustee are authorized to charge such fees to a Beneficiary's sub-account. **ALL Fees are not refundable, including the enrollment fee.**

J. **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.

K. **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.

L. **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 **C or G** 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.

**M. 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 G of this Joinder Agreement.**

**N. 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. For all third-party funded trusts, the Grantor acknowledges that a trust sub-account shall be created for the Beneficiary. The Trustee and Manager may be required to file annual tax returns for the sub-trust account, which may have income, deductions, or credits that are taxable to the Beneficiary. The Trustee and Manager shall report the trust income to the Beneficiary, and the Beneficiary shall be responsible for completing his/her own personal federal and/or state income tax return. Therefore, the Grantor acknowledges that by creating a sub-trust account that he/she is also creating an obligation for the Beneficiary to file a personal income tax return every year. The Grantor hereby indemnifies and holds harmless the Trustee and the Manager from any and all claims for income tax liabilities arising from the Beneficiary's trust sub-account or from failure of the Beneficiary to properly file a personal income tax return.

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**TO BE SIGNED BY THE GRANTOR(S) IN THE PRESENCE OF A NOTARY PUBLIC**

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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 Signature Date

\_\_\_\_\_  
Grantor 2 Signature (If Applicable) Date

ACKNOWLEDGEMENT OF GRANTOR'S SIGNATURE (*Notarize Here*)

THE STATE OF \_\_\_\_\_,

County of \_\_\_\_\_

This instrument was acknowledged before me by \_\_\_\_\_  
(Grantor Name)

and \_\_\_\_\_, as Grantor(s),  
(Grantor 2 Name, if applicable)

on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public, State of \_\_\_\_\_: \_\_\_\_\_  
(Notary Signature)

Printed Name: \_\_\_\_\_ My commission expires: \_\_\_\_\_

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**BELOW TO BE COMPLETED BY THE ARC OF TEXAS**

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The Manager has accepted this Joinder Agreement.

The Arc of Texas, Inc., as Manager

By: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_

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

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\_\_\_\_\_.

Notary Public, State of Texas: \_\_\_\_\_

Printed Name: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## **SCHEDULE A**

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

#### **Fees Effective as of July 1, 2019**

The following fees, which may be changed from time to time, may be charged by The Arc of Texas Master Pooled Trust. A non-refundable, 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 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 *(disbursements will be or have been requested)*

Annual 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 disbursements will or have been requested during the year)*

Annual 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.

#### Annual Accounting Fees for Sub-accounts Requiring Annual Accountings to the Court:

1. \$150 for accounts with 24 disbursements or less in a year;
2. \$300 for accounts with more than 24 disbursements in a year;
3. Up to \$500 for accounts with additional complexities, including supplementary requirements by the court or items outside of the trust that must be accounted for

#### Other fees:

1. Frequent Disbursement Fee for requests that exceed 24 per year of \$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

**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

[trust@thearcoftexas.org](mailto:trust@thearcoftexas.org)

[www.thearcoftexas.org/trust](http://www.thearcoftexas.org/trust)

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

Fax: 512-454-4956



The Arc of Texas  
**MASTER POOLED** *trust*

**Supplemental Information Instructions**

**\*THE REQUIRED SECTIONS MUST BE COMPLETED, SIGNED AND SENT  
ALONG WITH THE JOINDER AGREEMENT\***

**Why do we need this information?**

This supplemental information is a critical tool that will help the MPT make well-informed decisions about distributions from the sub-account for the Beneficiary. This information provides the MPT a detailed explanation of the Beneficiary's unique needs and circumstances.

This information allows the MPT to:

**Goals**

- Ensure that distributions align with the Beneficiary's unique needs and goals.

**Benefits**

- Assess the potential impact on the Beneficiary's government benefits like SSI and Medicaid.

**Regulation**

- Comply with legal and regulatory requirements governing the MPT.

**Safeguard**

- Safeguard the Beneficiary's financial well-being and overall quality of life.

The supplemental information helps the MPT make distributions that best support the Beneficiary's quality of life while preserving their eligibility for government benefits.

Please follow these instructions carefully to expedite the processing of your enrollment. Sign the form to certify that the information provided is accurate and complete to the best of your knowledge.

**NOTE: THE ACCOMPANYING JOINDER AGREEMENT WILL  
NOT BE ACCEPTED WITHOUT THIS FORM COMPLETED.**

## INSTRUCTIONS

Fill out as much information as possible to give the MPT the best picture of the Beneficiary's life, benefits and living situation. Answering these questions allows for faster disbursement processing.

### REQUIRED SECTIONS that MUST be completed include:

**REQUIRED**

BENEFICIARY'S NAME

A. BENEFICIARY'S DISABILITY

B. CURRENT SOCIAL SECURITY ADMINISTRATION CASH BENEFITS

C. REPRESENTATIVE PAYEE INFORMATION

G. HOUSING

J. MEDICAL INSURANCE INFORMATION

K. BENEFICIARY'S FUNERAL OR BURIAL ARRANGEMENTS

L (1).FIRST ALTERNATE PRIMARY REPRESENTATIVE

### **BE SURE YOUR PACKET INCLUDES:**

- Pen-ink signatures of the Grantor(s) and Notary Public (with stamp) on the signature pages.
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**The Arc of Texas, ATTN: Master Pooled Trust**  
**8001 Centre Park Drive, Suite 100, Austin, Texas 78754**

**THE ARC OF TEXAS TO COMPLETE THIS SECTION**

Trust sub-account number (assigned upon funding): \_\_\_\_\_

For The Arc of Texas to appropriately administer this Trust sub-account, information about the Beneficiary is **REQUIRED**. Please complete this form to the best of your ability. Ensure all **REQUIRED** information is completed in full. **THE ACCOMPANYING JOINDER AGREEMENT WILL NOT BE ACCEPTED WITHOUT THIS FORM COMPLETED.**

**SUPPLEMENTAL INFORMATION FOR**

JOINDER AGREEMENT *for* The Arc of Texas Master Pooled Trust  
This information is for:

**Beneficiary's Name:** \_\_\_\_\_

A. **Beneficiary's Disability (REQUIRED)**

Choose all that apply.

- Blind/Visually Impaired       Deaf/Hard of Hearing       Developmental Disability
- Epilepsy/Seizure Disorder       Intellectual Disability       Mental Health Diagnosis
- Traumatic Brain Injury       Other \_\_\_\_\_

Diagnosis: \_\_\_\_\_

Prognosis:  Lifelong     Stable       Progressive       Fair       Other

Other Information: \_\_\_\_\_

Does the Beneficiary have a co-occurring mental health diagnosis?  YES     NO

If yes, list the mental health diagnosis: \_\_\_\_\_

When did the Beneficiary's disability/diagnosis occur (year/age): \_\_\_\_\_

Is the Beneficiary's mobility affected by their disability? (e.g. their ability to walk, move around in their home and in the community, manage stairs or uneven terrain)

- YES       NO       Other \_\_\_\_\_

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**B. Current Social Security Administration Cash Benefits (REQUIRED)**

Beneficiary receives Supplemental Security Income (SSI)

YES       NO       APPLYING      Amount \$ \_\_\_\_\_

Beneficiary receives Social Security Disability Insurance (SSDI)

YES       NO       APPLYING      Amount \$ \_\_\_\_\_

Beneficiary receives another type of Social Security (Disabled Adult Child, Survivor Benefits, etc.). Type of Social Security Benefit: \_\_\_\_\_

YES       NO       APPLYING      Amount \$ \_\_\_\_\_

Beneficiary receives Supplemental Nutrition Assistance Program (SNAP) benefits?

YES       NO       APPLYING      Amount \$ \_\_\_\_\_

Does Beneficiary need help applying for public benefits?       YES       NO

**C. Representative Payee Information (REQUIRED, if applicable)**

Does the Beneficiary have a Representative Payee?       YES       NO

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**D. Employment**

Is the Beneficiary currently employed?       YES       NO

*If yes, approximate monthly income is:* \_\_\_\_\_

**E. Other Financial Information**

Beneficiary has other non-employment income in addition to their public benefits (VA, Retirement/IRA, Pensions, etc.)       YES       NO       APPLYING

TYPE: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Does Beneficiary have any other trusts (not patient trust funds)?       YES       NO

Does Beneficiary have an ABLE account?       YES       NO

If YES, ABLE Program name: \_\_\_\_\_ State: \_\_\_\_\_

**THE ARC OF TEXAS TO COMPLETE THIS SECTION**

Trust sub-account number (assigned upon funding): \_\_\_\_\_

**F. Communication**

How does the Beneficiary prefer to communicate with others (speaking, assistive device, sign, etc.)? \_\_\_\_\_

What is the Beneficiary's preferred language? \_\_\_\_\_

**G. Housing (REQUIRED)**

Type of Residence (*e.g. private home/apartment, group home, ICF-IID, nursing facility*)

\_\_\_\_\_

Number of people who live at this address: \_\_\_\_\_

Name(s) and relationship of household members: \_\_\_\_\_

\_\_\_\_\_

Does the Beneficiary own the home?  YES  NO

If YES, is there a mortgage?  YES  NO

HUD Supported Housing (Voucher, Section 8, other)  YES  NO

Other Housing Support \_\_\_\_\_

\_\_\_\_\_

**H. Transportation**

Does the Beneficiary own a vehicle titled in their name?  YES  NO

**I. Quality of Life and Care Management**

Does the Beneficiary have any current needs or requests that would make their quality of life better? \_\_\_\_\_

Would the Beneficiary like to connect with a care manager to see how the Trust can best support their quality of life?  YES  NO  MAYBE

**J. MEDICAL INSURANCE INFORMATION (REQUIRED)**

(1) Beneficiary receives Medicaid:  YES  NO  APPLYING

(2) Beneficiary receives Medicaid Waiver Services:  YES  NO  APPLYING

If YES, which waiver \_\_\_\_\_

(3) Beneficiary receives any other Medicaid Long Term Care benefits:

YES  NO  APPLYING

**THE ARC OF TEXAS TO COMPLETE THIS SECTION**

Trust sub-account number (assigned upon funding): \_\_\_\_\_

(4) If **YES** to any of the above, list the **Medicaid number**: \_\_\_\_\_

(5) Beneficiary received Medicare benefits:  YES  NO  APPLYING

(6) Beneficiary receives other medical benefits or insurance:  YES  NO

If YES, please provide insurer's name and policy number:

Name: \_\_\_\_\_ Policy Number: \_\_\_\_\_

(7) List all other forms of government assistance that the Beneficiary receives (i.e., Veterans benefits, MHMR Services, food stamps, etc.): \_\_\_\_\_  
\_\_\_\_\_

(8) List ALL states from which the Beneficiary has ever received Medicaid benefits\*:

\_\_\_\_\_  
*\*The Primary Representative has the obligation to immediately inform the Manager of any past or future Medicaid benefits received from any state(s).*

**K. BENEFICIARY'S FUNERAL OR BURIAL ARRANGEMENTS (REQUIRED)**

***Note: All final arrangements must be paid during the Beneficiary's lifetime. Upon the death of the Beneficiary, no additional disbursements can be made from the sub-account, even for funeral expenses.***

(1) Have pre-need funeral arrangements been made?  YES  NO

(2) If YES, have the plans been fully paid?  YES  NO

(3) If NO, do you plan to use funds from the trust to pay for pre-need arrangements?\*

YES  NO

\*Please note that Beneficiaries and their Primary Representatives are responsible for making final arrangement. A disbursement request form along with documentation must be provided to pay for arrangements.

(4) Provide the following information and documentation, if available:

Funeral Agency: \_\_\_\_\_

Insurer/Other: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Policy #: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**THE ARC OF TEXAS TO COMPLETE THIS SECTION**

Trust sub-account number (assigned upon funding): \_\_\_\_\_

**L. ADDITIONAL REPRESENTATIVES**

The Primary Representative listed in the Joinder Agreement will serve as the main point of contact for the Master Pooled Trust.

Please provide the name and contact details of proposed alternate Primary Representatives who may be willing to serve if the original Primary Representative is unwilling or unable.

If any representative listed below are unwilling or unable to serve, or it is determined that a Primary Representative is not fit to serve, the Manager shall engage appropriate professionals to serve in such role and which may be paid from the Beneficiary's trust sub-account.

- No alternates available. Use Funds from the Trust to identify a Representative.
- No alternates available. Consult with the Beneficiary to identify a Representative.
- No alternates available. Consult with \_\_\_\_\_ to identify a Representative.

(1) **First Alternate Primary Representative (REQUIRED)**

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

(2) Second Alternate Primary Representative

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**THE ARC OF TEXAS TO COMPLETE THIS SECTION**

Trust sub-account number (assigned upon funding): \_\_\_\_\_

**M. ADDITIONAL CONTACTS**

The Arc of Texas is permitted to contact and share information with the following people should the need arise. These individuals DO NOT need to serve as Representative but may have insight into the Beneficiary's life or are an important part of their community and support system.

(1) Additional Contact 1

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

(2) Additional Contact 2

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

(3) Additional Contact 3

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_



**THE ARC OF TEXAS TO COMPLETE THIS SECTION**

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**N. LOCATION SERVICES**

The Manager may be required to locate Final Remainder Beneficiaries or the beneficiaries of an estate. *Family history information can be useful to The Arc for location purposes. All information included here is optional.*

**(1) Parent 1 Information**

Name: \_\_\_\_\_ Percentage: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (1): \_\_\_\_\_ Phone (2): \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**(2) Parent 2 Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (1): \_\_\_\_\_ Phone (2): \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**THE ARC OF TEXAS TO COMPLETE THIS SECTION**

Trust sub-account number (assigned upon funding): \_\_\_\_\_

The information provided above will be used to administer the pooled sub-account for the Beneficiary. **It is the responsibility of the primary representative listed in the Joinder Agreement or any subsequent Primary Representative to update this information as it changes.** By signing this I acknowledge that any information should be updated as soon as possible upon any change.

**TO BE SIGNED BY THE GRANTOR(S)**

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IN WITNESS WHEREOF:

\_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor 2 Signature (If Applicable)

\_\_\_\_\_  
Date