

**JOINDER AGREEMENT  
FOR THE ARC OF INDIANA MASTER TRUST I  
A POOLED SPECIAL NEEDS TRUST**

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

**COMPLETE IN BLUE OR BLACK INK AND ANSWER ALL QUESTIONS COMPLETELY.**

**PLEASE NOTE IF THIS DOCUMENT IS NOT COMPLETELY FILLED OUT IT CAN RESULT IN A DELAY IN PROCESSING.**

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

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

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

**B. Trust sub-account number:** \_\_\_\_\_ (For Trust Office Use Only)

**C. Donor(s) Information:**

1. Name: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

(cell): \_\_\_\_\_

E-mail: \_\_\_\_\_

Birth date: \_\_\_\_\_

2. Name: \_\_\_\_\_

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

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

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

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

(cell): \_\_\_\_\_

E-mail: \_\_\_\_\_

Birth date: \_\_\_\_\_

**D. Beneficiary's Information:**

Beneficiary name: \_\_\_\_\_

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

Does beneficiary live: Alone \_\_\_\_ With Roommate \_\_\_\_ In a Group Home \_\_\_\_ With Family \_\_\_\_

If beneficiary lives with roommate or family, how many people reside in home? \_\_\_\_\_

Beneficiary's Social Security Number: \_\_\_\_\_

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

(cell): \_\_\_\_\_

E-mail: \_\_\_\_\_

Birth date: \_\_\_\_\_ Gender: M \_\_\_\_ F \_\_\_\_

Disability/Diagnosis: \_\_\_\_\_

Does the beneficiary have a guardian? Yes: \_\_\_\_ No: \_\_\_\_\_

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

Is there a successor guardian established: Yes: \_\_\_\_ No: \_\_\_\_\_

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

**E. Benefits received:**

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

If yes, amount received per month: \$ \_\_\_\_\_

Address and phone number of SSI office:

\_\_\_\_\_

\_\_\_\_\_

2. Does the Beneficiary receive any other **Social Security benefit (SSDI or Survivor's benefits)**?

Yes: \_\_\_\_ No: \_\_\_\_

If yes, amount received per month: \$ \_\_\_\_\_

3. Does the Beneficiary receive **Medicaid**? Yes: \_\_\_\_ No: \_\_\_\_

If yes then:

Medicaid card number: \_\_\_\_\_

Medicaid case number: \_\_\_\_\_

4. Does the Beneficiary receive a **Medicaid Waiver**? Yes: \_\_\_\_ No: \_\_\_\_

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

\_\_\_\_\_

5. Does the Beneficiary receive **HUD Housing Assistance (Section 8)**? Yes: \_\_\_\_ No: \_\_\_\_

If yes, ID number: \_\_\_\_\_

Name, address and phone number of caseworker:

\_\_\_\_\_

\_\_\_\_\_

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

_____	_____
_____	_____
_____	_____

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

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

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

**G. Method or source of funding:**

**Donor Initials  
Appropriate Line(s)**

- |  |       |
|--|-------|
| 1. The trust sub-account is to be funded under the Donor's will.   | _____ |
| 2. The trust sub-account is to be funded through life insurance or otherwise, and The Arc of Indiana Master Trust I, dated October 24, 1988 will be designated as primary Beneficiary.   | _____ |
| 3. The trust sub-account is to be funded under the Donor's will and life insurance, and The Arc Master Trust I, dated October 24, 1988 will be designated as primary Beneficiary   | _____ |
| 4. The amount the Donor contributes, or intends to contribute later to the Beneficiary's trust sub-account is _____.<br><i>(The amount intended to be contributed later is subject to change by the Donor).</i>  |       |
| 5. NOT WITHSTANDING ITEMS F.1. THROUGH F.3. ABOVE, if the amount the Donor actually contributes during life or at death is <b>LESS THAN \$30,000.00</b> (which is the minimum in effect when executing this Joinder Agreement for participation as an Arc Trust I account), the Trustee shall decline to accept such contribution for participation as an Arc Trust I account. |       |

**H. Key people:**

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

**Please list the primary contact first and only one key person should receive the annual mailing to keep the account information updated. Also the Donor(s) should not be listed as a key person:**

1. Name: \_\_\_\_\_

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

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

**This Key Person is Responsible for...**

---

- Receive Tax Info.
- Receive Mailing to Keep Account Info Updated
- Receive Statement of Account
  - Online
  - Annual Mail
  - Quarterly Mail
  - Monthly Mail

2. Name: \_\_\_\_\_

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

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

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

**This Key Person is Responsible for...**

---

- Receive Tax Info.
- Receive Mailing to Keep Account Info Updated
- Receive Statement of Account
  - Online
  - Annual Mail

E-mail: \_\_\_\_\_

\_\_\_ Quarterly Mail  
\_\_\_ Monthly Mail

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

**This Key Person is Responsible for...**

3. Name: \_\_\_\_\_

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

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

\_\_\_ Receive Tax Info.  
\_\_\_ Receive Mailing to Keep Account Info Updated  
\_\_\_ Receive Statement of Account  
\_\_\_ Online  
\_\_\_ Annual Mail  
\_\_\_ Quarterly  
\_\_\_ Monthly Mail

**This Key Person is Responsible for...**

4. Name: \_\_\_\_\_

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

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

\_\_\_ Receive Tax Info.  
\_\_\_ Receive Mailing to Keep Account Info Updated  
\_\_\_ Receive Statement of Account  
\_\_\_ Online  
\_\_\_ Annual Mail  
\_\_\_ Quarterly Mail  
\_\_\_ Monthly Mail

**I. Distributions upon the Beneficiary's death:**

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

a) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Relationship to Beneficiary: \_\_\_\_\_  
This person listed above should receive \_\_\_\_\_%

b) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Relationship to Beneficiary: \_\_\_\_\_  
This person listed above should receive \_\_\_\_\_%

c) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Relationship to Beneficiary: \_\_\_\_\_  
This person listed above should receive \_\_\_\_\_%

d) Name: The Arc of Indiana, Inc.  
Address: PO Box 1547  
Indianapolis, IN 46206  
Phone (day): 317-977-2375  
The Arc of Indiana, Inc. should receive \_\_\_\_\_%

- The Arc Trust Remainder Fund
- The Arc of Indiana Endowment Fund
- General Operating Fund

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

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

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

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

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

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

**K. Fees:**

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

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

**L. Miscellaneous:**

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

3. If the Donor terminates his or her Joinder Agreement and if the trust sub-account has not yet been funded, The Arc of Indiana Master Trust I and this Joinder Agreement shall then become null and void as to the Donor, the Beneficiary, and The Arc of Indiana, Inc.
4. This Joinder Agreement and *unfunded* Arc of Indiana Master Trust I account may be terminated by The Arc of Indiana, Inc. as to the Donor and Beneficiary upon nonpayment of any required renewal fee. Please note the annual renewal fee is the fee charged prior to an Arc of Indiana Master Trust I account being funded. This fee ends at the time of funding this trust sub-account.

**M. Taxes:**

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

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

\_\_\_\_\_  
Donor 1

\_\_\_\_\_  
Donor 2

\_\_\_\_\_  
TRUST DIRECTOR  
THE ARC OF INDIANA, INC.

Revised 7/2/03, 2/17/08, 6/24/10, 12/17/10, 9/24/14