3rd Party

Joinder Agreement



Enrollment application for Sub-trust accounts being funded with assets that do NOT belong to the Beneficiary.

INSTRUCTIONS

- Please read the entire Joinder Agreement including all attachments (Master Trust Document and Fee Schedule). For additional information, please review the Getting Started Guide available on our website at www.OregonSNT.org.
- ↑ This is a binding legal document. The Arc Oregon can assist with any questions you may have about completing the application but cannot provide legal advice. You are encouraged to seek independent, professional legal advice before entering into this Agreement.
- Enclose the following documents:

Signed and Notarized Joinder Agreement
A check for the \$750 enrollment fee, payable to The Arc Oregon and/or
If the sub-account is to be funded immediately, enclose a check for the initial deposit, payable to <i>The Arc Oregon FBO [Beneficiary's Name]</i>
Copy of photo identification or birth certificate AND Social Security Card of the Beneficiary
Copy of the Will, Trust, insurance policy or court order verifying the asset transfer
Verification of any and all government assistance being received by the Beneficiary
Any other documentation as may be indicated in the Application Checklist

Return the complete enrollment package to:

The Arc Oregon Oregon Special Needs Trust 2405 Front Street NE #120 Salem OR 97301

- Upon approval and acceptance of the sub-account, you will receive a Welcome letter with instructions for funding the sub-account in the future, or the Primary Authorized Representative will receive a Welcome Binder containing a copy of the fully executed Agreement, information on how to access the sub-trust account, forms needed for disbursements and changes to account information, and an opening statement.
- Please allow 2 to 4 weeks for processing.
- ⚠ The Arc Oregon reserves the right refuse or decline an application for any reason. If an application is rejected, the enrollment fee will be returned.



Oregon Special Needs Trust

** This is a binding legal document. **

You are encouraged to seek independent, professional legal advice before signing.

OREGON SPECIAL NEEDS TRUST JOINDER AGREEMENT

Please answer every question completely. If the document is incomplete or completed incorrectly, processing may be delayed.

A. DEFINITIONS

<u>Primary Representative</u>: The primary person authorized to access the Sub-trust account and/or communicate with Trust staff on behalf of the Beneficiary.

Beneficiary: The person on whose behalf the Sub-trust account is established.

<u>Government Assistance</u>: Services or financial assistance paid for or otherwise provided by a local, state, or federal government agency or department thereof, to, for, or on behalf of eligible beneficiaries.

<u>Grantor</u>: The person authorized to establish and transfer funds into a Sub-trust account on behalf of the Beneficiary. For a third-party trust, Grantor is also known as 'Donor'.

<u>Third-Party Trust</u>: A Sub-trust account funded with assets belonging to someone other than the Beneficiary. Most often the result of an inheritance properly drafted to bequeath the funds to the Trust for the benefit of the Beneficiary. Also known as Donor-Funded.

<u>Trustee</u>: The person or entity holding the trust assets.

Trustor: The person or entity holding establishing the Trust and directing the Trustee on certain matters.

<u>Unfunded Trust</u>: A Sub-trust account that has been established and approved, but into which no funds have been deposited.

B. ESTABLISHMENT OF TRUST

The undersigned (the "Grantor"), on behalf of the below named Beneficiary, hereby adopts and enrolls in the Oregon Special Needs Trust Master Trust Agreement (the "Trust"), established November 25, 2015, as amended from time to time, executed by The Arc Oregon (the "Trustor") and Key Bank National Association (the "Trustee"), and incorporated herein by reference.

The effect of joining the Trust through this Agreement is to establish a pooled sub-trust account separately maintained with the Trust for the sole and exclusive use of the Beneficiary. This agreement, and such pooled sub-trust account, shall be irrevocable.

The Sub-trust account established through this Agreement, together with the Master Trust Agreement, is a Pooled Trust created pursuant to 42 U.S.C. § 1396p (d)(4)(C), amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993. Accordingly, the Sub-trust account has been specifically established to be an exempt trust and to comply with the controlling state and federal authorities in maintaining eligibility for means-tested government assistance. It is the mutual intent of the Grantor, the Trustor, and the Trustee that the Sub-trust account be managed and administered so as to maintain such compliance in all respects and not adversely affect the Beneficiary's ability to receive certain Government Assistance. To the extent there is conflict between the terms of this Trust and the governing law, the law shall control.

GRANTOR INITIALS



Oregon Special Needs Trust

C. TRUST PARTIES

1. *Trustee*. The Trustee is Key Bank National Association. The Trustor is The Arc Oregon as detailed in the Master Trust Agreement.

2. <i>Grantor(s)</i> . Thi Agreement.	is is the person(s) providing the funds for this sub-account	and signing this	3 Joinde	r
Grantor #1 Name:				
Address:				
City, State, Zip:	:			
Home Phone:	Cell Phone:			
Email: Relationship to Beneficiary:	☐ Parent ☐ Executor/Trustee of Estate ☐ Grandparent ☐ Other			
Grantor #2 Name:				
Address:				
City, State, Zip:	:			
Home Phone:	Cell Phone:			
Email: Relationship to Beneficiary: 3. <i>Beneficiary</i> . The	Parent Executor/Trustee of Estate Other: Sub-trust account is established for the benefit of:			
Name:				
Address:				
City, State, Zip:	:			
Home Phone:	Cell Phone:			
Email:				
Date of Birth:	Social Security No:	Gender:	M	F
Description of B	Beneficiary's disability:			
Beneficiary's liv	ving arrangements: (Independent, with family, treatment)	facility, group home	e, etc)	



Oregon Special Needs Trust

D. DESIGNATION OF AUTHORIZED PERSONS

Person(s) responsible (e.g., parent, sibling, relative, Guardian, Representative Payee, Power of Attorney, Beneficiary, Caseworker, Conservator, or other*) for requesting disbursements, receiving financial statements and communicating information about the Beneficiary and the Trust. Please identify one Primary Authorized Person and one Alternate Authorized Person:

1.	Primary Represe	ntative:
	Check her	re if the Grantor will act as the Primary Representative
	The follow	wing person, not the Grantor, will act as the Primary Representative:
	Name:	
	Organization:	
	Address:	
	City, State, Zip:	
	Phone: Cell	Work:
	Home	
	Email:	
	Relationship to B	Beneficiary*:
	•	the Beneficiary is not the Primary Authorized Person but may request disbursements.
		the Primary Representative is not able to serve in that capacity, the following person essor Primary Representative:
	Organization:	
	Address:	
	City, State, Zip:	
	Phone:	
	Cell	Work:
	Home	
	Email:	
	Relationship to B	senericiary [*] :
3.	Future Represent	tative:
	In the event that I	neither the Primary nor Alternate Representatives is able to serve, how should the other Primary Representative (e.g. Appoint current guardian, representative payee, er parent, family member or other)?
•		CDANITOD INITIALS



Oregon Special Needs Trust

4. ADDITIONAL CONTACTS:

In addition to the Primary and Alternate Representatives, permission is granted to contact and share information with the following individuals should the need arise (optional):

Address: City, State, Zip: Home Phone: Cell Phone: Email:	Work Phone: y*:	Please indicate level of access granted: Verbal Communication Online Account Access Request Benefit Recertification Documents
Retationship to beneficial	·	
Address: City, State, Zip: Home Phone: Cell Phone: Email:	Work Phone: y*:	Please indicate level of access granted: Verbal Communication Online Account Access Request Benefit Recertification Documents
		Diagon in diagon level of
Cell Phone: Email:	Work Phone: y*:	Please indicate level of access granted: Verbal Communication Online Account Access Request Benefit Recertification Documents
Namos		Please indicate level of
Name: Organization: Address: City, State, Zip: Home Phone: Cell Phone: Email: Relationship to Beneficiar	Work Phone:	access granted: Verbal Communication Online Account Access Request Benefit Recertification Documents



Oregon Special Needs Trust

	SO	IIDCE	OF	FUND	C
Е.	20	UKUE	UE	FUND	•

SOI	URCE OF FUNDS
1.	The Grantor(s) acknowledges that upon signing this Agreement and funding the Beneficiary's Sub-trust account that the sub-account is funded with only third-party assets belonging to the Grantor(s) or some other person at the time of the transfer to the sub-account. None of the property transferred belongs to the Beneficiary or is derived from public assistance paid to the Beneficiary.
2.	The source of the assets is (check all that apply):
	☐ Last Will and Testament ☐ Transfer of funds from existing trust
	☐ Life Insurance Policy ☐ Lifetime (Intervivos) contributions by Grantor(s) ☐ Other
3.	In order to facilitate pooling of the assets in all sub-accounts, it is required that all deposits must be made from cash assets. The Trust does not hold non-cash assets or real estate property.
4.	Assets will be transferred into the Sub-trust account:
	☐ Immediately Single Grantor: ☐ At the death of the Grantor Dual Grantors: ☐ At the death of Grantor #1 ☐ At the death of Grantor #2 ☐ At the death of the first to die of Grantor #1 or #2 ☐ At the death of the second to die of Grantor #1 or #2
5.	All deposits become the irrevocable property of the Trust.
DIS	TRIBUTIONS FROM TRUST
Dis	tributions from the Beneficiary's Sub-trust account may be made during the life of the Beneficiary in

F.

accordance with the provisions of the Trust and as follows:

- 1. Distributions shall be made for the sole benefit of the Beneficiary but never directly payable to the Beneficiary.
- 2. Disbursements will be reviewed and approved on an individual basis, and in accordance with the guidelines set forth in the Welcome Handbook, as amended from time to time.
- 3. The Grantor(s) recognizes that all distributions are made by the Trustee in accordance with directions from the Trustor, in its sole discretion. With this in mind, the Grantor may express desires as to how assets might be used on behalf of the Beneficiary in the Trust Plan (Section G). The Trustor will also consider any Individual Support Plan or Treatment Plan that may be in place for the Beneficiary when reviewing a distribution request.
- 4. If the Beneficiary's residence changes from Oregon to another state, distributions may cease until appropriate arrangements can be made within the sole discretion of the Trustor, including, but not limited to:
 - a) The in-kind transfer of the sub-account property directly to a comparable 501(c)(3) taxexempt pooled trust serving the geographic location to which the Beneficiary has moved

GRANTOR	INITIALS	



JOINDER AGREEMENT - 3rd Party

Oregon Special Needs Trust

b) The continued administration of the Beneficiary's sub-account by the Trustor and the Trustee ordance with the applicable laws of the state to which the Benefici

		in accordance with the applicable laws of the state to which the Beneficiary moves.
G.	TR	UST PLAN
	1.	Addressing Needs Within the parameters of Trust Distributions as described above in Section F, in addressing the needs of the beneficiary, the Grantor hereby expresses the following desires as to how the Beneficiary's trust fund might be used:
		☐ Check here to indicate that you would like the Trustor to attempt to address needs as they arise and not necessarily attempt to have the funds last throughout the beneficiary's lifetime.
		OR
		Check here to indicate that you would like the Trustor to attempt to have the funds last throughout the Beneficiary's lifetime. (IMPORTANT NOTE: While the Trustor will attempt to take the Grantor's desires into consideration, it is possible, in any event, that the funds may be exhausted prior to the Beneficiary's lifetime if the Trustor determines that it is in the Beneficiary's best interest.)
	2.	Funeral Arrangements Have pre-need funeral arrangements been made/paid for the Beneficiary? Yes No
		If not, do you anticipate using funds from the trust to pay for pre-need arrangements? Yes No
		Note: Any arrangements should be paid pre-need. Upon death of the Beneficiary, any remaining funds will be distributed according to Section I of this Agreement.
	3.	Objectives Please tell us what your objectives are for the Trust. Please include information regarding the Beneficiary's interests and hobbies that will guide us in using the Trust to enhance quality of life, as well as any specific needs that may be anticipated for the future. Keep in mind that the Trust will not pay for any services that are otherwise available from public assistance for which the Beneficiary is eligible to receive.
Н.	FE	ES
		ust fees will be assessed in accordance with the Fee Schedule that is attached hereto and that may be nended from time to time.



Oregon Special Needs Trust

I. DISTRIBUTIONS UPON DEATH OF THE BENEFICIARY

- 1. Beneficiaries are encouraged to prearrange for funeral/burial services and may use Trust funds for that purpose. If no prearrangements are made, the Trustor may pay for these services from the Beneficiary's sub-account, with the expressed agreement of the Remainder Beneficiaries.
- 2. The Trustor may also, in its discretion, pay valid claims and expenses, including the Beneficiary's federal estate taxes, state death taxes, and any closing or administration fees due to the Trust.
- 3. No amendments to Section I(4) shall be allowed after the death of the Grantor(s).
- 4. If there are funds remaining in the Beneficiary's Sub-trust account at the death of the beneficiary, then any such amounts shall be distributed to Remainder Beneficiaries of the Grantor's choosing as follows:

Prima	iry kemainaer benefic	nary(ies):	
☐ Cł		Oregon to receive the following percentage of assets:	
	100 %	or%	
Cł	neck here for named Re	emainder Beneficiaries to receive the following share of asse	ts:
1).	Name/Organization:		
	Address:		
	City, State, Zip:		
	Home Phone:	Cell Phone:	
	Email:		
	Date of Birth:	Social Security No:	
	This person shall rece	ive the following percentage of assets:	6
2).	Name/Organization:		
	Address:		
	City, State, Zip:		
	Home Phone:	Cell Phone:	
	Email:		
	Date of Birth:	Social Security No:	
	This person shall rece	ive the following percentage of assets:	6

Add additional Primary Remainder Beneficiaries on a separate paper.

3rd Party Joinder Agreement for the Oregon Special Needs Trust The Arc Oregon | 2405 Front Street NE #120, Salem OR 97301 GRANTOR INITIALS



Oregon Special Needs Trust

b)	Seco	ndary Remainder Bene	ficiary(ies):	
	C	heck here for The Arc (Oregon to receive the following percentage of assets: or	
	☐ C	•	ed Remainder Beneficiaries to receive the following per	centage of
	1).	Name/Organization:		
		Address:		
		City, State, Zip:		
		Home Phone:	Cell Phone:	
		Email:	-	
		Date of Birth:	Social Security No:	
		This person shall rece	ive the following percentage of assets:	%
	2).	Name/Organization:		
		Address:		
		City, State, Zip:		
		Home Phone:	Cell Phone:	
		Email:	-	
		Date of Birth:	Social Security No:	
		This person shall rece	ive the following percentage of assets:	%
	Add o	additional Secondary I	Remainder Beneficiaries on a separate paper.	
c)	her sl none and t other	hare, that share will be to Secondary Remainde here are no descendant	ficiary is deceased, and there are no descendants entitled distributed to the other listed beneficiary(ies), if any, are Beneficiaries. If a Secondary Remainder Beneficiary is sentitled to his or her share, that share will be distributed if any, and then if none to the Oregon Special Needs Treement.	and then if deceased, ited to the
			GRANTOR INITIALS _	



Oregon Special Needs Trust

J. GOVERNMENT ASSISTANCE

The Trustor will provide information to local government agencies for SSI, Medicaid, food stamps and subsidized housing recipients as requested for benefit verification and/or recertification.

1.	Social Security Administra	ation		
	-	upplemental Security Income (SS n process of applying []	I)? Amount: \$	/month
	-	upplemental Security Disability Inn process of applying [ncome (SSDI)? Amount: \$	/month
	Does Beneficiary receive So	ocial Security Retirement?	Amount: \$	
2.	Veterans Benefit Does Beneficiary receive Ve Yes ☐ No ☐ Ir		Amount: \$	/month
3.	Medical / Medicaid Waive	er Information		
	Does Beneficiary receive Me	edicaid Benefits (OHP)? In process of applying	ID #:	
		edicare Benefits (A, B, C or D)? In process of applying	ID #:	
	Does Beneficiary receive Br	rokerage Services? In process of applying		
	Brokerage:			
	Personal Agent:			
	Address:			
	City, State, Zip:			
	Phone Number:	Email A	ddress:	
	Does Beneficiary receive Co	•		
	Provider:			
	Contact Name:			
	Address:			
		Email A	ddress:	



Oregon Special Needs Trust

4.	Housing	
		housing assistance? None HUD Section 8 Other Applying
	Housing Authority/Provider:	
(Case Manager/Contact Name:	
	Address:	
	City, State, Zip:	
	Phone Number:	Email Address:
		Amount Received:
5.	Residential Care Does Beneficiary live in reside ☐ Yes ☐ No ☐ In process	ential care (group home, foster care, assisted living, nursing home, etc)? of applying
	Type of Residence:	
	Residential Provider:	
	Contact Name:	
	Corporate Address:	
	City, State, Zip:	
	Phone Number:	Email Address:
6.	Type of Assistance: Agency & Contact Name:	cance other assistance?
	Address:	
	City, State, Zip: Phone Number:	Email Address:
	Phone Number.	
7.	Health Insurance Policy Does Beneficiary have private	Amount Received:
	Insurance Provider:	
	Contact Name:	
	Address:	
	City, State, Zip:	
	Phone Number:	Email Address:



Oregon Special Needs Trust

8. <i>EPD Program</i> Does Beneficiary participate in the Employed Persons with Disabilities program?			
	Employer:		
	Contact Name:		
	Address:		
	City, State, Zip:		
	Phone Number:	Email Address:	
	Average Monthly Wages:		

K. MISCELLANEOUS

1. Notice of Government Assistance

- a) The Beneficiary, or the Beneficiary's primary authorized representative, must notify the Trustor in writing whenever there is a change in government assistance being received by the Beneficiary.
- b) The Trustor and Trustee shall not be held liable for making disbursements which result in a reduction of, or ineligibility for, government assistance when such Trustor or Trustee did not have actual notice of such government assistance at the time such disbursements were requested or made.
- c) The Grantor(s) recognizes and acknowledges the uncertainty and changing nature of laws, regulations, policies and procedures relating to government assistance and neither the Trustor nor Trustee will in any event be held liable for loss of benefits as long as it acted in good faith.

2. Amendments

- a) The information provided by the Grantor(s) may be amended as the Grantor, the Trustor, and, to the extent required, the Trustee may jointly agree, provided any such amendment is consistent with the Master Trust Agreement and any then-applicable law.
- b) The Trustor may make any unilateral amendments as may be necessary to comply with any changes in the law and/or agency policy for the proper and efficient administration of the Trust.
- c) No amendment shall be made that might diminish or defeat the purpose and intent of this Agreement.
- d) Trustee and Trustor will not transfer or permit the transfer of assets held in a Grantor's subtrust to another trust unless the receiving trust qualifies as a pooled trust under U.S.C. § 1396p(d)(4)(C).

GRANTOR INIT	TALS
--------------	------



Oregon Special Needs Trust

3. Taxes

- a) The Grantor acknowledges that contributions to the Oregon Special Needs Trust are not deductible as charitable gifts or otherwise.
- b) Sub-trust account income, whether paid in cash or distributed in other property, may be taxable to the beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.
- c) Sub-trust account income may be taxable to the Oregon Special Needs Trust and when this is the case, such taxes shall be payable from the sub-trust account.

4. Entire Agreement

- a) This Agreement, with its noted attachments, constitutes the entire agreement between the parties. No promises, agreements or representations, expressed or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an amendment to this Agreement, and signed by the parties.
- b) If any provision of this Agreement shall be deemed invalid, illegal or unenforceable, the remaining provisions shall remain operative.

This Joinder Agreement needs to be signed in front of a Notary Public.

GRANTOR	INITIALS	



Oregon Special Needs Trust

IN WITNESS WHEREOF, the undersigned Grantor(s) has had full and adequate opportunity to seek independent, professional legal advice; has reviewed this agreement and understands its terms; agrees to be bound by its terms; and has accepted and signed this agreement.

GRANTOR # 1:		GRANTOR # 2:		
Signature		Signature		
Date		Date		
STATE OF OREGON)	STATE OF OREGON)	
) ss) ss	
County of)	County of	_)	
Signed before me on the 20 by the following person:] is personally known to me or who [] produced evidence of identification.	, who [Signed before me on the 20 by the following persons is personally known to me or who [] produced evidence of identification.	; , who []	
Notary Public		Notary Public		
My Commission Expires:		My Commission Expires:		
This agreement will only become effective upon acceptance by the Trustor of the agreement and of the initial funding of the Sub-trust account.				
		GRANTO	OR INITIALS	



Oregon Special Needs Trust

ACCEPTANCE THE TRUSTOR HEREBY ACCEPTS THE ABOVE-NOMINATED BENEFICIARY OF THE TRUST AND AGREES TO OPEN A SUB-ACCOUNT FOR THE BENEFICIARY'S BENEFIT UPON RECEIPT OF THE INITIAL CASH CONTRIBUTION TO THE TRUSTEE.					
TRUSTOR: The Arc Oregon					
By:	Signature				
The Arc Oregon 2405 Front Street NE, Suite 120 Salem OR 97301 503.581.2726					
	Sub-trust account number (office use only)				
☐ Enrollment application is REJECTED					
Date:					
Reason:					
The Arc Oregon					
Ву:	Signature				