

**Appendix 2**  
**Joinder Agreement**  
**Personal Support Self-Funded Trust**

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

Date of Joinder Agreement \_\_\_\_\_

A. The undersigned hereby enrolls in and adopts the Personal Support Self-Funded Trust Agreement dated July 16, 1999 which is incorporated herein by reference.

B. **Trust Participant Number** \_\_\_\_\_

**C. Grantors:**

**Grantor #1** Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

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

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

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

**Grantor #2** Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

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

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

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



**Grantor #3 Name** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

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

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

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

**D. Beneficiary: Name** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

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

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

Place of Birth (Hospital, City/ State) \_\_\_\_\_

Mother's name: \_\_\_\_\_ SSN \_\_\_\_\_

Father's name: \_\_\_\_\_ SSN \_\_\_\_\_

**E. Legal Guardian, Conservator, Representative Payee, Agent under a Power of Attorney, trustee, or other legal representative:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

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

**F. Primary Representative:** The Primary Representative is the person who will have primary responsibility for interacting with the Trust Manager. The Primary Representative will request and receive disbursements, receive tax information and otherwise be the main point of contact (if the beneficiary is unable to do so him/herself) with regard to the Beneficiary’s sub-account. 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 Conservator, if one is appointed, will serve as the Primary Representative. Each Beneficiary may have two Primary Representatives at any given time. The first one listed will be the first point of contact for the Trust Manager.

**Primary Representative #1**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (H) \_\_\_\_\_ (C) \_\_\_\_\_

Relationship \_\_\_\_\_ Email \_\_\_\_\_

**Primary Representative #2**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (H) \_\_\_\_\_ (C) \_\_\_\_\_

Relationship \_\_\_\_\_ Email \_\_\_\_\_

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. Trust Property**

\_\_\_\_\_ The Grantor transfers, assigns, and grants to the Trustee concurrent with the execution of this joinder agreement, property described in Schedule A of the Joinder Agreement.

**H. Distribution of the Remainder upon the Beneficiary's Death**

1. The trustee may, in its discretion, pay from the Beneficiary's sub-account, claims and expenses, including, but not limited to federal estate taxes and state death taxes of the Beneficiary, and other administrative and termination fees. Claims for reimbursement for services by any state providing Medicaid benefits to the Beneficiary shall be satisfied in accordance with 11.2(d) of the trust agreement.

2. In lieu of reimbursement to Medicaid, the trust may distribute any balance to the Personal Support Trust Self-Funded Trust to help support the ongoing services and supports to others with disabilities.

\_\_\_\_\_ Yes, I wish to leave 100% to The Personal Support Self-Funded Trust.

3. Assets remaining in the Beneficiary's sub-account after payment of expenses and any Medicaid reimbursement shall be distributed to the following individuals and/or organizations in the percentages indicated:

I wish to leave \_\_\_\_\_% to The Arc of Northern Virginia

Name \_\_\_\_\_ Percentage of Remainder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_ Relationship to Beneficiary \_\_\_\_\_

Name \_\_\_\_\_ Percentage of Remainder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_ Relationship to Beneficiary \_\_\_\_\_



Name \_\_\_\_\_ Percentage of Remainder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_ Relationship to Beneficiary \_\_\_\_\_

Name \_\_\_\_\_ Percentage of Remainder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_ Relationship to Beneficiary \_\_\_\_\_

Name \_\_\_\_\_ Percentage of Remainder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_ Relationship to Beneficiary \_\_\_\_\_

4. 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 be distributed among the other beneficiaries, including the sub-account retained by and in the name of the Trust.

5. If, after the Beneficiary's death, the Trustee receives funding designated for that beneficiary's account, that funding shall be distributed proportionately to all of the remaindermen named in H.3. above, including The Trust's sub-account, if designated.

6. Grantor acknowledges that The Manager may incur additional costs if final Remainder Beneficiaries cannot be easily located. Grantor acknowledges and agrees that the Manager may recover its reasonable costs and expenses associated with locating such beneficiaries.

**I. Early Termination of the sub-account.**

The Trust provides that under certain circumstances, a sub-account (or the trust) may be terminated prior to the beneficiary's death. In the event of early termination, the Manager, in its sole discretion, will either distribute the sub-account's funds to the Beneficiary; will enter into an agreement with a person or organization to receive the funds and use them for the benefit of the disabled person; or distribute the funds as if the Beneficiary had died. In the event of early distribution, who would you recommend to receive funds?

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**J. Fees.**

1. Grantor agrees to pay fees in accordance with Schedule B 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 fees to a Beneficiary's sub-account.
2. Fees are not refundable.
3. The enrollment fee of \$ \_\_\_\_\_ is the current fee in effect when joinder is signed.
4. The annual administrative fee for an unfunded sub-account shall be \_\_\_\_\_ and will not be changed without notification.
5. All other fees are subject to Schedule B and may be amended.

**K. Disbursements.**

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The Grantor recognizes and affirms that all disbursements are discretionary and will be made by the Manager in its sole discretion. The Manager will use the Trust Plan, attachment A, as a reference in making disbursement decisions.

**L. Taxes**

1. The Grantor acknowledges that contributions to The Trust 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. Such taxes shall be payable from the Beneficiary's sub-account. Professional tax advice is recommended.
3. The Grantor may be subject to a gift tax. Again, professional tax advice is recommended.

**M. Amendments.**

Provisions of the Joinder Agreement, as entered into this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, may be amended by the parties hereto in writing, so long as any such amendment is consistent with the Master Trust.

**N. Miscellaneous**

1. The Personal Support Self-Funded Trust is only available to Disabled Beneficiaries whose Grantors are in good standing with the Trust. To be in good standing, a Grantor shall have paid the initial enrollment fee and shall have paid the required annual renewal fee(s) within the prescribed time.
2. A trust sub-account cannot attain the status of Funded Enrollment, Distributions Authorized if the Grantor is not in good standing with the Trust.
3. If the Grantor terminates his or her Joinder Agreement and if the trust sub-account has not yet been funded, The Personal Support Self-Funded Trust and this Joinder Agreement shall then become null and void as to the Grantor, the Disabled Beneficiary, and The Foundation of the Arc of Northern Virginia.
4. This Joinder Agreement and The Personal Support Self-Funded Trust may be terminated by The Foundation, as to the Grantor and the Beneficiary upon nonpayment of any required fees.



THE PERSONAL SUPPORT SELF-FUNDED TRUST FOR

BENEFICIARY (Print Name)

PARTICIPANT NUMBER

ADDRESS

ACCOUNT NUMBER

DATE OF ENROLLMENT

GRANTOR (Print Name)

GRANTOR SIGNATURE

City/County of \_\_\_\_\_ Commonwealth of Virginia
This forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_
20\_\_ by \_\_\_\_\_.

Notary Public Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

GRANTOR (Print Name)

GRANTOR SIGNATURE

City/County of \_\_\_\_\_ Commonwealth of Virginia
This forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_
20\_\_ by \_\_\_\_\_.

Notary Public Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

ACCEPTED BY:

FOUNDATION OF THE ARC OF NORTHERN VIRGINIA

TRUSTEE

DATE

DATE





SCHEDULE A:

DESCRIPTION OF PROPERTY TO BE DEPOSITED IN  
THE PERSONAL SUPPORT SELF-FUNDED TRUST

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SCHEDULE B:

**FEE SCHEDULE**

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**For funded Trusts:**

**Annual Fee for Trustee: 0.74%, drawn monthly.**

**Annual Fee for The Arc of Northern Virginia, Trust Manager: drawn monthly as described below:**

<b>Account Balance</b>	<b>Annual Fee</b>
Up to \$1,000,000.00	0.75%
Portion of balance from \$1,000,000.00 - \$2,000,000.00	0.50%
Portion of balance over \$2,000,000.00	0.40%

For example, a trust with a balance of \$1,500,000 would pay an annual fee of \$10,000 ( $1,000,000 * .0075 + 500,000 * .0050$ ). Fees are assessed and paid quarterly (the quarterly fee would be \$2,500).

**For unfunded Trusts:**

**An annual fee of \$65.00 is required. This fee will no longer apply when the Trust is funded.**

**Termination fee: \$250.00**



ATTACHMENT A:

TRUST PLAN