

INSTRUCTIONS FOR COMPLETING THE OPENING ACCOUNT FORM

The information provided will remain confidential. Please fill out each section. Note that some sections may not be applicable to you and may remain blank. **Much of the data provided in the Opening Account Form, will self-populate the Joinder Agreement. Please verify that the information is correct and complete on the Joinder Agreement prior to submission.** If you have any questions, please contact ACT at 610-265-4788, or info@arctrust.org.

Step 1)

- Provide complete information about the Beneficiary.
- If applicable, mark the **type of Income** that the beneficiary receives.
- Identify the type of Health Insurance that the beneficiary has.
- List information about the beneficiary's **Parents**. You **MUST** provide details of at least one parent if the beneficiary is a minor. The SSN can be helpful in the event the person may be eligible for
- If applicable, list the **Rep Payee, Power of Attorney, or Court-Appointed Guardian**. Please include copies of the relevant documents for our file.
- If applicable, identify the Coordinator and Other Services received by the beneficiary.

Step 2)

- **Identify the Settlor**, the person or entity that is creating the trust. Please be sure to **provide the Settlor's SSN and a copy of Driver's License or Passport as photo identification**. If the Settlor is deceased, please provide the decedent's SSN or Estate EIN . If the trust is funded from an education settlement, provide the School's information, to include its EIN. These numbers are required in order for ACT to obtain an EIN for the trust.
- If known, provide the name and address of the **Attorney** who assisted you.

Step 3)

- Provide information about **Funding of Account**.
- List the name and address of the individual(s) who will receive Account Statements. These may be sent to more than one individual. **This section must have at least one person listed**.
- This section must identify the name and address of one individual who will receive Tax Information for the beneficiary's personal income tax return. This can be a paid tax preparer, the beneficiary, or a family member. Transfers into the Trust are not tax deductible. The Trustee will issue appropriate Federal and State tax forms on a yearly basis. Beneficiaries should consult with their own tax advisor regarding their personal tax returns.
- If applicable, list any prepaid **Final Arrangements** for the Beneficiary. If none are currently established, please contact ACT for assistance in setting up arrangements.

Carefully read through the Disclosure Statement. Date and sign the document. Send the form to ACT with other relevant documents, **including Court Orders/Petitions, Wills, annuity contracts, etc.** If the Settlor is a Court-appointed Guardian, he or she must sign for the Beneficiary.

ACT will send a Welcome Packet to the Settlor after the Trust is opened. The packet will include letters for the Beneficiary to send to the Social Security Administration and the Department of Human Services, as well as additional forms and information to help the Beneficiary.

THE ARC COMMUNITY TRUST OF PENNSYLVANIA

The following information is **REQUIRED** to open a new trust account. Please complete applicable sections with **as much detail as you can**. If applicable, attach copies of relevant documents, including Court Orders/Petitions, Wills, annuity contracts, etc. **The data provided in the opening account form will self-populate the Joinder agreement that follows this form.**

NEW TRUST OPENING ACCOUNT FORM THIRD PARTY AND PAYBACK

STEP 1)

1. **BENEFICIARY**

Name _____

Address _____

Email: _____

Telephone: Day _____ Evening _____

Social Security Number _____

Date of Birth: _____

Place of Birth (Hospital, City, State): _____

Gender: _____

Lives: Alone With parents/guardian Group Home

Other: If the Beneficiary is not living on their own, please describe the living arrangement (e.g. who is responsible for the living arrangements, who else lives with the beneficiary etc.)

Group Home Name: _____

Group Home Contact: _____

2. **INCOME AND BENEFITS**

Please indicate whether **Beneficiary** receives any of the following benefits:

SSI ID# _____ Monthly amount _____

SSDI ID# _____ Monthly amount _____

SS Retirement ID# _____ Monthly amount _____

SS Survivors ID# _____ Monthly amount _____

Medicaid (Access Card) _____ Card number _____

Please list **OTHER** forms and amounts of government assistance.

Veterans Administration: Monthly Amount: _____

Railroad Retirement: Monthly Amount: _____

Public Assistance: Monthly Amount: _____

Wages: Monthly Amount: _____

Employer:

Pension: Former Employer: Monthly Amount: _____

Other: Type of Income: Monthly Amount: _____

Type of Income: Monthly Amount: _____

3. Medical History

Please provide the following information on the Beneficiary's diagnosis:

Nature of the Diagnosis

Prognosis or plans

Name and address of primary care physician and, if appropriate, psychiatrist

Physicians:

Name/Primary _____

Address/Phone _____

Findings/Treatment _____

Name/Specialty _____

Address/Phone _____

Findings/Treatment _____

Name/Specialty _____

Address/Phone _____

Findings/Treatment _____

4. HEALTH/MEDICAL INSURANCE

Please indicate any health insurance coverage for the beneficiary and supply identification numbers, if known.

Medicare <input type="checkbox"/>	Identification Number: _____
Medical Assistance <input type="checkbox"/>	Identification Number: _____
Medicaid Waiver <input type="checkbox"/>	Identification Number: _____
Other: <input type="checkbox"/>	Name of Provider: _____
	Policy No: _____

Please list any health insurance policies (other than Medicaid and including Medicare).

Insurer 1 _____
 Address _____
 Policy Number _____

Insurer 2 _____
 Address _____
 Policy Number _____

5. PARENTS, GUARDIANS, REPRESENTATIVES or POWER OF ATTORNEY

Name and Relationship _____

Address _____

Telephone: Day _____ Evening _____

Email: _____

Name and Relationship _____

Address _____

Telephone: Day _____ Evening _____

Email: _____

For any others, please use additional pages.

Power of Attorney – Finances

Appointed to receive and administer Social Security and government benefits, etc.

Name _____ Phone _____

Address _____ Email Address _____

Date Power was Granted (mo/day/yr) _____ Is Power Durable? _____

Power of Attorney – Medical

Name _____ Phone _____

Address _____ Email Address _____

Date Power was Granted (mo/day/yr) _____ Is Power Durable? _____

6. GOALS FOR FUND:

How do you expect the fund to be used?

(Please indicate specific expenses you anticipate paying from the fund).

How long do you expect the fund to last to be available to meet those expenses?

When do you expect to begin to use the fund? _____

STEP 2)

7. GRANTOR/SETTLOR

Name 1 _____ **Relationship to Beneficiary:** _____

Address _____

Telephone: Day _____ Evening _____

Email: _____

SSN, Estate EIN, or School EIN _____

Date of Birth _____

Name 2 _____ **Relationship to Beneficiary** _____

Address _____

Telephone: Day _____ Evening _____

Email: _____

SSN, Estate EIN, or School EIN _____

Date of Birth _____

Note: If there is more than one Settlor, please use additional pages for this information.

8. ATTORNEY

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Fax Number: _____

Note: Provide any relevant information.

9. FINANCIAL ADVISOR

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Fax Number: _____

Note: Provide any relevant information.

10. ACCOUNTANT/CPA

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Fax Number: _____

Note: Provide any relevant information.

STEP3)

11. FUNDING OF ACCOUNT

A. Initial Funding

Initial Amount to be received: _____

Approximate Date of Initial Funding: _____

Source of Funds: _____

Examples: Settlement, Litigation Proceeds, Inheritance, etc.

*** If the trust will receive annuity payments, please provide a copy of the annuity contract as well as a name, address and telephone number for the contact person and payment frequency. ***

Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

B. Subsequent Funding

What assets will be deposited to the trust and if all funds won't come in at inception, please indicate the expected dates and amounts of subsequent deposits to the Trust.

Assets for Deposit: _____

Expected Date of Deposit: _____

What is/are the source of the funds? _____

If the source of funds is a lawsuit or settlement, please identify the Attorney responsible for the resolution of the claim (including firm name, address & telephone no.).

Attorney Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Fax Number: _____

Have all liens associated with any personal injury claim been satisfied?

12. STATEMENT

Please indicate the names and addresses of the individual(s) to receive quarterly statements. Quarterly statements can be sent to multiple individuals. If individual is already assigned place their title in the same as section.

Same as: _____ (use information provided previously)

Name & Relationship: _____

Address: _____

Telephone Number: _____ Email Address: _____

Name & Relationship: _____

Address: _____

Telephone Number: _____ Email Address: _____

13. TAX INFORMATION

List the name and address of the individual to receive tax information for filing personal tax returns on behalf of the beneficiary. Only one individual can receive tax information. If individual is already assigned place their title in the same as section.

Same as: _____ (use information provided previously)

Name & Relationship: _____

Address: _____

Telephone Number: _____ Email Address: _____

Name & Relationship: _____

Address: _____

Telephone Number: _____ Email Address: _____

14. DEPARTMENT OF HUMAN SERVICES

Has DHS's approval of the Trust been obtained? Y N

If approval letter not yet been obtained, provide evidence that approval has been sought:

Note: If there is more than one Legal Representative, please use additional pages for this information.

15. FUNERAL PLANS

Please provide the following information if the Beneficiary is covered by any prepaid funeral or burial plan:

Funeral/Burial Arrangements Have Been Made, Burial Cremation

Insurer _____

Address _____

Policy Number _____

Funeral Home Name/Phone: _____

Cemetery: _____

Funeral Plans have not been made. We would like information on what options are available.



DISCLOSURE STATEMENT

I have asked The Arc Community Trust of Pennsylvania to serve as trustee of funds.

I understand that those funds will be invested and I acknowledge:

1. That ACT may invest these funds with other funds, but account for them on an individual basis.
2. That these funds are not obligations or guaranteed by ACT.
3. That these funds are not deposits insured by the Federal Deposit Insurance Corporation (FDIC), and are subject to investment risk, including possible loss of principal invested.
4. That ACT adopts investment guidelines for trust funds and those investment guidelines can change at any time.
5. That the market values of investments do fluctuate, and upon liquidation, could be of value more or less than the market value of my original deposit into the trust account.
6. That income earned and retained in my trust account, or received in distributions from my trust account, will fluctuate over time.
7. That past investment performance either reviewed or considered by me is past performance only and not a guarantee of future results.
8. That I have been provided with a copy of the ACT Fee Schedule. I understand that fees charged by the trustee may reduce the principal amount of my trust account.
9. That trusts are taxable. ACT will file fiduciary tax returns for its trusts and may charge my trust account for any taxes owed ACT will also send me tax information to include in my personal tax return.
10. That I am responsible for informing my State’s Medicaid office about the trust.

Date: _____

Signature: _____

(Settlor)

Date: _____

Signature: _____

(Beneficiary or Legal Representative)

**JOINDER AGREEMENT
TO
THE ARC COMMUNITY TRUST OF PENNSYLVANIA**

Note to Settlor(s): This document creates a separate trust account for the named Beneficiary and joins it to the pooled Trust created by the Master Trust Agreement. This is a legal document and creates an irrevocable trust account. Please make sure that your attorney reviews both documents and any related materials before you execute this Agreement.

A. **Enrollment:** The undersigned Settlor hereby enrolls in The Arc Community Trust of Pennsylvania and adopts the Master Trust Agreement dated September 9, 2002 and revised January 5, 2004, February 16, 2005, and July 23, 2014, incorporated here by reference.

B. **Separate Trust Account number:** _____

C. **Settlor**

1. Name _____
2. Address _____
Email _____
3. Telephone: Day _____ Evening _____
4. Social Security Number _____
5. Date of Birth _____
6. Relationship to Beneficiary _____

Note: If there is more than one Settlor, please use additional pages for this information.

D. **Beneficiary**

1. Name _____
2. Address _____
Email _____
3. Telephone: Day _____ Evening _____
4. Social Security Number _____
5. Date of Birth _____
6. Place of Birth (Hospital, City, State) _____
7. Mother's Name _____ SSN _____
8. Father's Name _____ SSN _____

DI. **Initial Property Designated as Trust Assets**

F. Guardians or Representatives

Please indicate whether the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary.

1. Name _____,
2. Address _____
Email _____
3. Title or Capacity _____
4. Telephone: Day _____ Evening _____
5. Social Security Number _____

Note: Parent 1 info populated, edit if appropriate. If there is more than one Legal Representative, please use additional pages for this information.

G. Primary Representative

Unless the Settlor(s) requests otherwise and until the Settlor is no longer able to serve as such, the Settlor shall be the Beneficiary's Primary Representative. When the Settlor can no longer serve in that capacity, the legal representative(s) listed above shall serve as Primary Representative. If the person(s) listed above are no longer available, please designate alternates for successor Primary Representatives. However, a Court-appointed Guardian supersedes any of these Representatives.

First Alternate:

1. Name _____
2. Address _____
Email _____
3. Telephone: Day _____ Evening _____
4. Relationship _____

Second Alternate:

1. Name _____
2. Address _____
Email _____
3. Telephone: Day _____ Evening _____
4. Relationship _____

Others authorized to request disbursements on behalf of the Beneficiary:

1. **Name and Relationship** _____
2. Address _____
Email _____

3. Telephone: Day _____ Evening _____

1. **Name and Relationship** _____

2. Address _____

Email _____

3. Telephone: Day _____ Evening _____

4. Relationship _____

For any others, please use additional pages.

H. Income and Benefits

Please list any non-governmental sources and amounts of income that the Beneficiary receives and any resources in the Beneficiary's name.

Please indicate whether Beneficiary receives any of the following benefits:

Social Security ____ monthly amount _____

Social Security Disability Insurance (SSDI) ____ monthly amount _____

Supplemental Security Income (SSI) ____ monthly amount _____

Medicaid (Access Card) _____ card number _____

Please list other forms and amounts of government assistance.

I. Health/Medical Insurance

Please list any health insurance policies (other than Medicaid and including Medicare).

1. Insurer _____

Address _____

Policy Number _____

2. Insurer _____

Address _____

Policy Number _____

J. Funeral Plans

Please provide the following information if the Beneficiary is covered by any prepaid funeral or burial plan:

Insurer _____ (continued)

Address _____

Policy Number _____

K. Disability

Please provide the following information on the Beneficiary's disability(ies):

1. Nature of the disability(ies) _____

2. Medical diagnosis, if available _____
3. Prognosis or plans _____

4. Any local, state, or federally funded services the Beneficiary is currently receiving

5. Name and address of primary care physician and, if appropriate, psychiatrist

L. Distribution of Remainder on Death of Beneficiary

Assets or funds still in the Beneficiary's separate trust account at the time of his or her death shall remain in the Trust for the benefit of other persons with disabilities who are active members of the Trust, to the maximum extent allowed by law, as stated in Article II of the Master Trust Agreement. However, in some Educational Trusts, unused funds may revert to the School District at a specified time.

M. Distribution of Remainder on Termination of Trust

It is possible, though unlikely, as described in Article XIV of the Master Trust Agreement that through a change in the law or a Court or agency decision a particular trust account or the whole Trust may end while the beneficiary is still alive. If this event should occur, assets would be distributed to the Beneficiary.

Note: If the beneficiary has received Medical Assistance, and the assets are not retained for the benefit of other persons with disabilities, it will be necessary to pay back the Department of Public Welfare before making any other distribution.

N. Fees

Settlor agrees to pay fees in accordance with the attached Schedule A, which may be amended from time to time. The Trustee is authorized to charge to the Beneficiary’s separate trust account any fees not paid in advance by the Settlor. The Settlor may choose to have all fees paid from the Beneficiary’s account.

Fees are not refundable.

1. The separate trust account will be managed and administered for the benefit of the Beneficiary.
2. Disbursements for any non-support items for benefit of the Beneficiary may be made, when in the discretion of the Trustee, supplemental needs are not being provided by any public agency or by any other available source of income.

O. Distributions from Separate Trust Account

The Settlor acknowledges that all distributions are at the Trustee’s sole and absolute discretion. Some Trusts may have limited uses. However, in setting up the separate trust account, the Settlor makes the following suggestions as to how the funds may be used:

_____Supplemental or incidental medical, dental, or related expenses in excess of those provided by or through government assistance programs

_____Training or education beyond that provided through government assistance programs, including books and materials

_____Social services, including personal visits and monitoring of placement, programs, and activities, beyond that provided by or through government assistance programs. These services may include visiting and evaluating, with or without the beneficiary, appropriate place for him or her to live.

_____Grooming services and other personal items beyond that provided by or through government assistance programs.

_____Recreation, entertainment, transportation, family visits, vacations, and travel beyond that provided through government assistance programs. This category may include appropriate pets and supplies.

_____Equipment and appliances, including assistive devices and computers, not provided by or through government assistance programs

_____ Maintenance of residence, furniture, telephone/cable , and related expenses

_____Aides or companions and assistance for independent living beyond that provided by or through government assistance programs.

Comments: _____

P. Miscellaneous

1. The provisions of this Joinder Agreement may be amended as the Settlor and the Trustee may agree, provided that any amendment be consistent with the Arc Community Trust of Pennsylvania Master Trust Agreement and the law applicable at the time of amendment. However, after a separate trust account is funded, the Settlor may not revoke a transfer or amend Articles D and M of this Joinder Agreement.
2. Taxes
 - a) The Settlor acknowledges that the Trustee has made no representation to him or her that contributions to the Trust are deductible as charitable gifts or otherwise.
 - b) The Settlor acknowledges that the Trustee has made no representations as to the gift or tax consequences of directing funds to the Trust and has instructed him or her to seek independent legal advice.
 - c) Trust account income, whether paid in cash or otherwise distributed, may be taxable to the Beneficiary subject to applicable exemptions and deductions. The Trustee strongly recommends professional tax advice.
 - d) When Trust account income is taxable to the Trust, such taxes shall be paid from the applicable separate trust accounts.
3. The Trust managed by the Trustee is a pooled trust, formed and administered according to the provisions of 42 U.S.C. §1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act (OBRA) of 1993. In any conflict between the terms of this Trust and the governing law, the law and regulations shall control.

Q. Acknowledgments by Settlor

Each Settlor acknowledges that he or she has been instructed to have the Master Trust Agreement and this Joinder Agreement reviewed by an attorney before executing the Joinder Agreement.

The Trustee, its agents and employees, and their heirs and legal personal representatives shall not in any event be liable to any Settlor, beneficiary, or other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Settlor acknowledges the uncertain and changing nature of the laws, regulations, and guidelines pertaining to government benefits and thus agrees that the Trustee will not in any event be liable for any loss of benefits so long as the Trustee acts in good faith.

Each Settlor acknowledges that with the execution of the Joinder Agreement by him or her and the Trustee and the funding of an account for the Beneficiary, the separate trust account then created is **irrevocable**.

Each Settlor acknowledges that he or she has not been provided and is not relying on any representation of or any legal advice by the Arc Community Trust of Pennsylvania in deciding to execute this Joinder Agreement.

Each Settlor acknowledges and agrees to the following:

1. that he or she is entering into this Joinder Agreement freely and voluntarily;
2. that he or she has received a true and correct copy of the Master Trust Agreement and of this Joinder Agreement prior to the signing of the Joinder Agreement;
3. that he or she has reviewed and understands the legal, economic, and tax effects of these instruments; and that if he or she did not choose to have the Master Trust Agreement and Joinder Agreement reviewed by his or her own attorney, he or she voluntarily relinquishes that right;
4. that the Arc Community Trust of Pennsylvania or its designee is the Remainder beneficiary of the account established here, on the death of the Beneficiary.

IN WITNESS WHEREOF, the undersigned Settlor(s) has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms, and the Trustee has accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of

the _____ day of _____, 20__.

Settlor

Settlor

The Arc Community Trust of Pennsylvania

By _____
Name

Title _____