

KANSAS – Revised

This is a legal document. You are encouraged to seek independent, professional advice before signing

For Office Use Only:

SUBACCT# _____

Assigned by: _____

Date: _____

JOINDER AGREEMENT FOR THE ARCare TRUST II

*****USE THIS JOINDER AGREEMENT FOR ASSETS BELONGING TO BENEFICIARY***
REIMBURSEMENT REQUIRED**

The undersigned hereby enrolls in and adopts the ARCare Trust II and adopts the ARCare Trust II Declaration of Trust dated April 11, 1996, 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 executed this Joinder Agreement
 - (b) the Board has accepted the Joinder Agreement
 - (c) Donor has paid the initial enrollment fee
 - (d) all fees due and owing are paid
 - (e) no assets have been transferred into the sub-account
3. "Funded Enrollment, Distributions Deferred" shall mean:
 - (a) the Donor has executed this Joinder Agreement
 - (b) ARCare and the Trustee have accepted the Joinder Agreement
 - (c) The initial enrollment fee has been paid
 - (d) all fees due and owing have been paid
 - (e) assets have been transferred into the sub-account
 - (f) the Donor or designated person or entity has directed that distributions be deferred
4. "Funded Enrollment, Distributions Authorized" shall mean:
 - (a) the Donor has executed this Joinder Agreement
 - (b) ARCare and the Trustee have accepted the Joinder Agreement
 - (c) the initial enrollment fee has been paid

- (d) all annual fees have been paid
- (e) assets have been transferred into the sub-account
- (f) the Donor or designated person or entity has authorized distributions

5. "Third Party" shall mean a person or entity other than the Beneficiary, Settlor, or Trustee.
6. "Donor" or "donors" shall mean the person or persons, entity or entities making contributions from time to time to the Trust for the benefit of a beneficiary pursuant to a properly executed Joinder Agreement.
7. "Settlor" shall mean ARCare, Inc., in its capacity as a Kansas not-for-profit corporation.
8. "Reimbursement" shall mean distribution, after the death of the Beneficiary and upon receipt of a written claim for reimbursement, to the Kansas Department of Social and rehabilitation an amount not to exceed the amount of medical assistance provided by such agency as reimbursement for medical assistance paid on behalf of such Beneficiary.
9. "Beneficiary" shall mean those persons with mental retardation or other developmental disabilities or those persons disabled as defined in 42 U.S.C. §1382c(a)(3), as amended from time to time, for whose benefit a sub-account has been established by a Donor.
10. "Disability" shall include mental retardation, other developmental disabilities or the statutory definition used by the Social Security Administration at 42 U.S.C. §1382c(a)(3), as amended from time to time or the definition used by the State of Kansas at KEESM 2662.

B. DONOR INFORMATION

Name: _____

Relationship to disabled beneficiary: self parent grandparent guardian

Address: _____

City State Zip

Day Phone: _____ Home Phone: _____

Is there a legal guardian or conservator? Yes No

Judge Court City, Co., State

*****NOTE: PERMISSION OF THE COURT MAY BE REQUIRED
IF DONOR IS GUARDIAN OR CONSERVATOR. *****

C. BENEFICIARY INFORMATION

Name: _____

Social Security Number: _____

Residence: _____

Permanent Address: _____

Day Phone: _____ Evening Phone: _____

Birth date: _____ Age at Execution of this Document: _____

Place of Birth:

City: _____ State: _____

Describe Disability: _____

Date of Diagnosis: _____ Documentation attached: YES NO

Is the Beneficiary Disabled per 42 U.S.C. §1382c(a)(3)? YES NO

Does the Beneficiary currently receive Supplemental Security Income (SSI)? YES NO

If yes, amount received/month: _____

City of SS office: _____

Does the Beneficiary currently receive Supplemental Security Disability Income (SSDI)?

YES NO If yes, amount received per month: _____

Is Beneficiary Medicaid eligible? YES NO

If yes, indicate Medicaid card number: _____

Caseworker name: _____

City of SRS Office: _____

D. DISTRIBUTIONS UPON DEATH OF BENEFICIARY:

After the death of the Beneficiary and upon receipt of a written claim for reimbursement, the trust shall pay to the Kansas Department of Social and Rehabilitation an amount not to exceed the amount of medical assistance provided by such agency as reimbursement for medical assistance paid on behalf of such Beneficiary, subject to retention provisions found in Section 13.03 of the declaration of trust as amended.

After reimbursement to Kansas Department of Social and Rehabilitative Services or its successor agency any amounts remaining in the Beneficiaries Trust sub-account shall be deemed to be surplus Trust property and shall be retained by the Trust and, in the Trustee's sole discretion, used (2)for the benefit of other Beneficiaries, (b) to aid indigent person with disabilities, as defined in 42 U.S. C. §1382 (a)(3), to the Trust as Beneficiaries, (c)to provide indigent person with disabilities, as defined in 42 U.S. C. §1382c (a)(3), with equipment, medication or services deemed suitable by Trustee, (d) for such other charitable purposes as the Trustee may determine consistent with the intent of the Trust.

Donor's Initials Required

E. BENEFICIARY'S RESIDENCE:

If a Beneficiary's residence changes from Kansas to another state, distributions may cease, at the Trustee's discretion, until appropriate arrangements, within the sole discretion of the Trustee, can be made. If appropriate arrangements cannot be made, the Beneficiary's trust sub-account shall be terminated and administered and distributed in accordance with this section as if the Beneficiary died at change of residence.

F. DISTRIBUTIONS FROM TRUST SUB-ACCOUNT

THE DONOR ACKNOWLEDGES THAT ALL DISTRIBUTIONS ARE AT THE TRUSTEE'S SOLE AND ABSOLUTE DISCRETION. WITH THIS IN MIND, THE DONOR EXPRESSES THE FOLLOWING DESIRES AS TO HOW FUNDS IN THE TRUST ACCOUNT MAY BE USED.

Donor's Initials Required

TYPES OF EXPENDITURES:

___ Supplemental or incidental medical or dental expenses in excess of those provided to Beneficiary through government assistance programs.

___ Training or education in excess of those provided to Beneficiary through government assistance programs.

___ Social services, including personal visits and monitoring of placement, programs and activities, in excess of those provided to Beneficiary through government assistance programs.

___ Clothing and other personal items in excess of those provided to Beneficiary through

government assistance programs.

___ Recreation, entertainment, family visits, vacations and travel in excess of those provided to Beneficiary through public assistance programs.

___ Equipment in excess of that provided to Beneficiary through public assistance programs.

___ Aides or companions and assistance for independent living in excess of that provided to Beneficiary through public assistance programs.

___ Funeral Expenses (Note: It is not recommended that trust assets be used as a primary source for funeral expenses. A funeral/burial policy is recommended.)

___ Other (specify): _____
(A more extensive list is available upon request)

G. FEES

1. FEES DUE

(a) Enrollment Fee. Donor shall pay an enrollment fee of \$500.00, due at execution of this Joinder Agreement.

(b) Administration Fee. An annual Administrative Fee shall be withdrawn from funded sub-accounts. At the time of execution of this Joinder Agreement the annual Administrative Fee is: 1% of the first \$100,000 and 3/4% of assets over \$100,000, with a \$50.00 minimum per year.

(c) Other Costs. Other costs related to administration of a specific sub-account shall be charged against such sub-account at the discretion of the Trustee.

(d) Taxes. Taxes shall be paid by the Beneficiary or charged against the Beneficiary's sub-account.

(e) Transaction Fee. A transaction fee shall be charged for transactions in excess of six per year.

(f) Any additional fees shall be listed on Appendix B of this Joinder Agreement.

2. The ARCare Trust II is only available to disabled Beneficiaries and Donors in good standing (nondelinquent status) with the Trust. To be in good standing, a Donor shall have paid the initial enrollment fee and shall have paid all required annual fee(s) within the prescribed time.

3. This Joinder Agreement and the ARCare Trust II may be terminated by the Board, as to the

Donor and Beneficiary upon non-payment of any required fee.

H. AMENDMENT OF JOINDER AGREEMENT

The provisions of this Joinder Agreement may be amended upon agreement in writing by Donor and ARCare, Inc., so long as any such amendment is consistent with the ARCare Trust II Declaration of Trust.

I. TAXES:

1. The Donor acknowledges that contributions to the ARCare Trust II are not deductible as charitable gifts, or otherwise.

2. The Donor remains responsible for filing gift tax returns and paying gift taxes which may be required as a consequence of gifts to the ARCare Trust II. Professional tax advice is recommended.

3. 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.

4. Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be allocated to the Beneficiaries' sub-accounts in a manner determined by the Board and charged against such sub-account

J. ENROLLMENT OF MORE THAN ONE BENEFICIARY:

To enroll more than one Beneficiary ask to consult with an ARCare representative

K. DESIGNATION OF CONSULTANT:

1. Annual accountings will be sent to the Donor designated below. Upon direction by the Donor, or upon notice of the Donor's death or incapacity, accountings shall be sent to the first available, in the order named, of the persons indicated below: In addition, the Trustee may, in its sole and absolute discretion, consult with the following persons. When possible the Trustee will consult with the first available, in the order named, of the persons indicated below regarding distributions.

2. Trust Records necessary in the administration of The ARCare Trust II will be maintained by ARCare and will be open and available to the designated persons upon request.

NAME	ADDRESS	CITY, STATE, ZIP	RELATIONSHIP
Donor	_____		
Consultant 1	_____		
Consultant 2	_____		

IN WITNESS WHEREOF, the undersigned has reviewed and signed this Joinder Agreement understands it, and agrees to be bound by its terms.

 Donor Date

State of)) ss
 County of)

On this date, _____, before me, the undersigned, a notary public in and for said State, personally appeared _____ as Donor to me personally known to be the same person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date last above written.

My Commission Expires: _____

A representative of ARCare Inc. has read and accepted this Joinder Agreement.

 By: As it's Date

APPENDIX A

Attached to and made part of the joinder agreement executed this date _____, for the benefit of _____, by _____.
Donor Name Beneficiary Name

The following described assets are hereby transferred to the ARCare Trust II and made subject to the terms and provisions of the ARCare Trust II Declaration of Trust and the foregoing Joinder Agreement.

Deposited with Trustee: _____
(Please list amount of initial check/checks.)

What is the source of these funds?

- Excess Resources
- Back pay from Social Security Administration
- Legal Settlement
- Inheritance
- Other (please describe below)

Acknowledged this date, _____,

Donor