

THE ARC OF BRISTOL COUNTY POOLED TRUST
JOINDER AGREEMENT

PARTIES. This Joinder Agreement is made by and between _____, of _____, Massachusetts, the Grantor, by _____, also of _____, Massachusetts, as attorney-in-fact/Guardian under a Durable Power of Attorney/Decree dated _____, and The Arc of Bristol County, Inc., a Massachusetts nonprofit corporation whose principal office is located at 141 Park Street, Attleboro, Massachusetts, as Managing Trustee of The Arc of Bristol County Pooled Trust.

ASSIGNMENT. I, _____, hereby assign and transfer to Bristol County Savings Bank, Attleboro, Massachusetts, as Financial Trustee of The Arc of Bristol County Pooled Trust, declared the 23rd day of December, 2013, and as amended from time to time in accordance with its terms, the amount of \$_____ by check, a copy of which is attached hereto, to be held in trust for my benefit in accordance with the terms and conditions of the said declaration of trust. A copy of said The Arc of Bristol County Pooled Trust is attached hereto for purposes of identification. The Grantor may at any time transfer additional amounts to The Arc of Bristol County Pooled Trust in accordance with procedures established by The Arc of Bristol County, Inc. as Managing Trustee.

ACCEPTANCE OF ENROLLMENT. The undersigned, The Arc of Bristol County, Inc., hereby accepts the foregoing assignment as Managing Trustee of The Arc of Bristol County Pooled Trust.

DISPOSITION OF TRUST ASSETS UPON THE BENEFICIARY'S DEATH. In accordance with Article XIV of said declaration of trust, which provides that the Joinder Agreement to the trust shall contain instructions for the disposition of any assets remaining in the Beneficiary's account after other payments required by the declaration of trust are made, I, _____, hereby direct that upon my death such remaining assets, if any, shall be paid and distributed to _____ of _____, if he/she survives me, or, if he/she does not, then to _____, of _____, if he/she survives me, or, if he/she does not, then to _____ of _____. The Grantor acknowledges that The Arc of Bristol County, Inc. may incur additional costs if the named remainder beneficiaries cannot be located easily. Grantor acknowledges and agrees that the Managing Trustee may recover its reasonable costs and expenses associated with locating such beneficiaries.

FEES. Grantor agrees to pay the fees in accordance with the Schedule of Fees

that is attached hereto and that may be amended from time to time in accordance with the terms of The Arc of Bristol County Pooled Trust. If fees are not paid in advance by the Grantor or Beneficiary, the Managing and Financial Trustees are authorized to charge such fees to a Beneficiary's sub-account. Fees are not refundable.

ACKNOWLEDGEMENTS BY GRANTOR

Each Grantor hereby acknowledges the following:

1. **Pooled Trust.** That The Arc of Bristol County Pooled Trust is a pooled trust, governed by the laws of Massachusetts, in conformity with the provisions of 42 U.S.C. § 1396p(d)(4)(C), amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993. To the extent there is conflict between the terms of this trust and governing law, the law and regulations shall control.
2. **Medicaid Reimbursement Right.** That federal and Massachusetts law mandate that after the death of a Beneficiary, to the extent that amounts are not retained by the trust, state Medicaid agencies have a right to reimbursement from any funds remaining in the Beneficiary's account for Medical Assistance paid on behalf of the Beneficiary under a state's Medicaid plan.
3. **Independent Professional Advice.** That he or she has been advised to have The Arc of Bristol County Pooled Trust and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement and that, if he or she has not had The Arc of Bristol County Pooled Trust or the Joinder Agreement reviewed by his or her own attorney, he or she voluntarily waives and relinquishes such right, and that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments.
4. **Voluntary Agreement.** That he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed.
5. **Irrevocable Trust.** That upon execution of the Joinder Agreement by a Grantor and the Managing Trustee, and the funding of a sub-account for a Beneficiary, this Trust, as to the Grantor and the Beneficiary, is irrevocable. Each Grantor acknowledges that after the funding of a sub-account the Grantor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon.

6. **Copy Of Trust Instrument and Joinder Agreement.** That he or she has been provided a true and correct copy of The Arc of Bristol County Pooled Trust and this Joinder Agreement prior to the signing of this Joinder Agreement.
7. **The Arc of Bristol County Pooled Trust Remainder Beneficiary.** That upon the death of the Beneficiary The Arc of Bristol County Pooled Trust or its designee is a remainder beneficiary of a portion of the sub-account established hereby.
8. **Roles of Trust Managing and Financial Trustees Regarding Entitlements.**

That the Financial Trustee is a financial institution and is not licensed or skilled in the field of social services, and the Grantor therefore acknowledges and agrees that the Financial Trustee may conclusively rely upon the Managing Trustee to identify programs that may be of social, financial, developmental or other assistance to the Beneficiary. The Financial Trustee, its agents and employees, as well as their agents' and employees' heirs and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary, or any other party, for its acts as Financial Trustee so long as the Financial Trustee acts reasonably and in good faith.

Each Grantor further recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Grantor agrees that the Managing Trustee will not in any event be liable for any loss of benefits as long as the Managing Trustee acts in good faith.

Each Grantor acknowledges and agrees that the Managing Trustee, its agents and employees, as well as their agents' and employees' heirs and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Managing Trustee so long as the Managing Trustee acts reasonably and in good faith.

9. **Federal Taxes; Indemnification by Grantor.**

That the Managing Trustee has made no representations as to the gift or tax consequences of directing funds to the Trust and has recommended that the Grantor seek independent legal advice.

That a trust sub-account may be treated as a grantor for federal income tax

purposes as provided under I.R.C. §671 et. seq. and the treasury income tax regulations thereunder. In such event, all allocable income, gains or losses shall be reported on the Grantor’s federal income tax return and be taxable to the Grantor. Each Grantor acknowledges that the Grantor, the primary representative, or the Beneficiary shall be responsible for completing, signing and mailing his or her own federal and/or state income tax returns to report the income of the Trust which is taxable to him or her. Each Grantor hereby indemnifies the Managing and Financial Trustees from any and all claims for income tax liabilities of his or her sub-account that is treated as a grantor trust for federal income tax purposes.

IN WITNESS WHEREOF the parties hereto set their hands and seals.

_____, Grantor, by _____, attorney-in-
fact/Guardian

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____,

proved to me, through satisfactory evidence of identification, which was

said person being personally known to me,

to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Grantor.

Notary Public

My commission expires:

THE ARC OF BRISTOL COUNTY POOLED TRUST

By and through its Managing Trustee, THE ARC OF BRISTOL COUNTY, INC.

By: _____
Michael Andrade, President and CEO

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared Michael Andrade,

proved to me, through satisfactory evidence of identification, which was _____,

said person being personally known to me,

to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President and CEO of The Arc of Bristol County, Inc., a corporation, the Managing Trustee of The Arc of Bristol County Pooled Trust.

Notary Public

My commission expires: