

**PLAN OF ARIZONA
JOINDER AGREEMENT
Arizona Community Self-Settled Pooled Trust**

This joinder agreement is a binding legal document between you the Grantor and Planned Lifetime Assistance Network of Arizona, Inc. (PLAN of Arizona) a charitable entity. PLAN of Arizona, an Arizona 501(c)(3) not-for-profit tax exempt corporation (“Charitable Corporate Trustee”) that administers the Arizona Community Self-Settled Pooled Trust for the convenience of individual Grantors who qualify and who wish to establish a sub-trust account within the trust.

**This is a legal document, you are encouraged to seek independent, professional advice before signing.
THIS TRUST IS IRREVOCABLE.**

This joinder agreement cannot be altered in any way by the Grantor or by his or her representative. If it is altered in any way, no one shall sign on behalf of PLAN of Arizona.

Definitions:

- PLAN of Arizona: Planned Lifetime Assistance Network of Arizona, Inc.
- SNT: Supplemental Needs Trust
- The Trust: Arizona Community Self-Settled Pooled Trust
- Beneficiary: The sole (only) person who will benefit from the funds in the Trust
- Grantor: A person who has the authority to transfer funds into the Trust. It must be the Beneficiary, Parent, Grandparent, Guardian or Court. Proof of representation is required
- Irrevocable: Cannot be cancelled or stopped.

Beneficiary’s Name: _____

Date Trust was funded: _____ (PLAN of Arizona will fill in the date)

The undersigned (“Grantor”) hereby transfers the amount of \$ _____ (minimum \$1,500 PLAN of AZ will fill this amount in) and/or will transfer funds in the future as described in Section D; for deposit into an individual Trust Sub-Account; for the benefit of the Beneficiary named below. The Trust is a Self-Settled Supplemental Needs Trust. Funds are pooled for investment purposes. Interest on each sub-account is taxable to the Beneficiary.

A. **Trust sub-account number** _____ (Plan of AZ will provide this number)

B. GRANTOR’S INFORMATION

Relationship to Beneficiary: Beneficiary Parent(s) Grandparent Guardian Court

Name _____

Address _____

City _____ State _____ Zip _____

Grantor’s Social Security Number _____

C. BENEFICIARY'S INFORMATION

Beneficiary's Physical Address

Address _____
City _____ State _____ Zip _____
Telephone _____ Alternate _____ Fax _____

Beneficiary's Mailing Address

Address _____
City _____ State _____ Zip _____
Telephone _____ Alternate _____ Fax _____

Beneficiary's Social Security Number _____
Beneficiary's Birthdate _____

Does the Beneficiary receive Supplemental Security Income (SSI)? Yes No Applying
If the Beneficiary receives Medicaid, what is the Medicaid member number? _____
Medicaid Program? _____

If the Beneficiary is covered under any other health insurance policy, what is the insurer's name, address, and policy number? Please include Medicare. _____

What is the nature of the Beneficiary's disability? _____

PROOF OF DISABILITY MUST ACCOMPANY THIS AGREEMENT

D. **Source of funding;** *Check all that apply*

- Personal Injury Settlement
- Annuity (Must be approve)
- Inheritance
- Beneficiary Contribution over time
- Back Payment from Social Security
- Sale of Home
- Liquidation of Personal Assets
- Other _____

E. **Distributions of the remainder upon the Beneficiary's death:**

Funds remaining in the Beneficiaries Trust account are retained in the Charitable Trust for continued use for charitable purposes only. PLAN of Arizona will direct where these funds go.

To the extent that any amounts remaining in the Beneficiary's Sub-Account upon death of the Beneficiary are not retained by the Trust, the Trust shall pay to the State Medicaid agency, from such remaining amounts in the Sub-Account, an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary.

F. **The individual Assessment and Plan established for the Beneficiary shall be incorporated by reference into this Joinder Agreement.**

Pending the final preparation of an individualized Care Plan established for the Beneficiary, any non-supporting items which are required for maintaining a Beneficiary's good health, safety and welfare may be provided for the benefit of the Beneficiary when, in the discretion of the Corporate Trustee, such requisites are not being provided by any public agency, office, or department of the state where the Beneficiary lives or of the United States, or are not otherwise being provided by any other source of income available to that Beneficiary.

G. **The Trust Sub-Account will be administered and distributed for the sole benefit of the Beneficiary. The Grantor understands that distributions are at the Corporate Trustee's sole discretion. Distributions may be made as follows:**

1. General Supplemental Needs:

Supplemental needs shall include, but shall not be limited to, medical or nursing services not provided by programs of government assistance, supportive social services, education, training, case management services, private rehabilitative therapy, transportation, recreational respite, telephone or television service, outings or other supplemental needs which will contribute to the good health, safety and welfare of a Beneficiary.

2. Specific supplemental needs requested for the Beneficiary may include:

- a. Equipment, medication and/or services as specified in the individualized Assessment and Plan.
- b. Supplemental or incidental medical or dental expenses in excess of those provided to a person eligible for Government Assistance.
- c. Training programs in excess of those provided to a person eligible for Government Assistance.
- d. Monitoring or personal visits in excess of those provided to a person eligible for Government Assistance.
- e. Personal items, in excess of those provided to a person eligible for Government Assistance that do not result in a decrease in benefits.
- f. Birthday and holiday presents for the beneficiary
- g. Outings in excess of those provided to a person eligible for Government Assistance.
- h. Funeral arrangements using a funeral plan or insurance policy previously arranged for the Beneficiary.
- i. Other (specify):

3. Supplemental Needs that should **NOT** be provided:

4. Additional supplemental needs, including items of a similar nature to those specified above which are specified in an individualized Care Plan established for the Beneficiary and updated from time to time, may be provided if approved by The Corporate Trustee.

5. Disbursements shall not be made for purposes other than those described in A.R.S. § 36-2934.01.

H. Management Costs and Other Fees

A current Fee Schedule will be provided to Beneficiary or their designee annually. The Fee Schedule is subject to change annually with 30 days written notice.

I. Miscellaneous:

1. The Grantor agrees to be bound by all provisions of the Declaration of Trust of Planned Lifetime Assistance Network of Arizona, Inc., named the Arizona Community Third Party Trust, and dated September 20th, 2017, as amended.
2. Grantor agrees that all fees shall be deducted from the Trust account when due.
3. No Tax or Legal Advice:
 - a. The Grantor acknowledges that Plan of Arizona, Inc., the Charitable Corporate Trustee, cannot, will not, and has not made any representation to the Grantor or Beneficiary and/or Beneficiary's legal representatives as to the legal and/or tax consequences to the Beneficiary and/or legal Representative or to Grantor, and all parties agree to rely upon his/her own tax advisor.
4. To the extent there is a conflict between the terms of this document and the Trust and the governing law as from time to time amended, the governing law shall control.

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

Grantor

State of _____)
) ss.
County of _____)

On _____, before me, the undersigned Notary Public, personally appeared _____ and proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal: _____
NOTARY PUBLIC

My Commission Expires:

Plan of Arizona has accepted and signed this Joinder Agreement this _____ day of _____, 20____, as Trustee.

By: _____
Plan of Arizona, Executive Director