

Community Living Corporation, Inc.

CLC Supplemental Needs Pooled Trust 2

**A TRUST FUNDED BY PEOPLE WITH DISABILITIES**

**JOINDER AGREEMENT**

The undersigned Sponsor, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ hereby establishes a Trust Account under the Community Living Corporation, Inc. Pooled Trust 2 (CLC Pooled Trust 2), in the initial amount of \$\_\_\_\_\_.

1. **SPONSOR IS:** \_\_\_BENEFICIARY \_\_\_GUARDIAN \_\_\_ADVOCATE

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

2. **BENEFICIARY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

County: \_\_\_\_\_

Type of Residence: \_\_\_\_\_

Phone # \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Disability: \_\_\_\_\_

*Joinder Agreement (continued)*

*Please Fill Out Agreement In Its Entirety*

5/23/2011

3. **DISTRIBUTION OF TRUST: (UPON THE DEATH OF THE BENEFICIARY)**

Upon the death of the Beneficiary, amounts remaining in the Beneficiary's Account shall be distributed as follows:

\_\_\_ 1. 100% retained in the Trust solely for the benefit of individuals who are disabled as defined in Section 1614(a)(3) of the Social Security Act (42 US 1382c(a)(3)) and any subsequent definitions enacted into law

\_\_\_ 2. (a) To the extent that amounts remaining in a Beneficiary's account upon the death of the Beneficiary are not retained by the Trust, the Trust shall first reimburse the State for Medicaid medical expenses provided to the Beneficiary.

(b) Any remaining assets not to exceed the amount reimbursed to the State per 2(a) above, to be retained in the Trust solely for the benefit of individuals who are disabled as defined in Section 1614(a)(3) of the Social Security Act (42 US 1382c(a)(3)) and any subsequent definitions enacted into law.

(c) Any remaining assets after complying with 2(a) and 2(b) above:

1. \_\_\_ % to \_\_\_\_\_

2. \_\_\_ % to \_\_\_\_\_

OR

3. \_\_\_ 100% to the legal representative of the Estate of the Beneficiary.

*Joinder Agreement (continued)*

*Please Fill Out Agreement In Its Entirety*

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4. **ADVOCATE(S)**: (Someone you trust who can contact us with reference to your account).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

5. **COURT APPOINTED GUARDIAN**: (Article 81 or Guardian Ad Litem)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

6. **CASE MANAGER**:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

7. **FUNDING SCHEDULE:** Upon acceptance of Joinder Agreement by Trustee or Designee

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Source of Funds: \_\_\_\_\_

8. **Structured Settlement Payments (if any)**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Source of Funds: \_\_\_\_\_

9. **DUPLICATE BANK STATEMENT REQUEST**      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

10. **BURIAL PLAN**      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Name of Funeral Home \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

11. **TAXES** (Does beneficiary file an Income Tax Return)      \_\_\_\_\_ Yes      \_\_\_\_\_ No

*Joinder Agreement (continued)*

*Please Fill Out Agreement In Its Entirety*

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12. **GOVERNMENT BENEFITS** (Please check all that apply)

SSI (*please attach a copy of acceptable proof: award letter/monthly check*)

SSDI (*please attach a copy of acceptable proof: award letter/monthly check*)

SSI/SSDI/SS Benefit: Amount \$ \_\_\_\_\_

Medicaid: (*please provide card number*) \_\_\_\_\_

Medicare: (*please provide card number*) \_\_\_\_\_

Pension; payer: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Additional Income - Source: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Whole Life Insurance Policy:  Yes  No - Amount: \$ \_\_\_\_\_

13. **IS A COURT REPORT REQUIRED?**  Yes  No

Court Information: \_\_\_\_\_

Court Examiner: \_\_\_\_\_

Address: \_\_\_\_\_

14. **ATTORNEY:**

Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

15. **FEES:**

For all Trusts there is an initial fee of \$1,000, which is charged at the opening of the Trust and on each anniversary thereafter. Trusts greater than \$50,000 will also be charged annually 1% of any amounts in the Trust in excess of \$50,000. In addition, all new trusts will be charged a one time start up fee of \$250.00.

Example: A new trust with a market value of \$100,000.

1 <sup>st</sup> 50,000 =	\$1,000.00
2 <sup>nd</sup> 50,000 =	\$ 500.00
1x only admin fee	<u>\$ 250.00</u>
Total Fee	\$1,750.00

16. **ACKNOWLEDGEMENT OF MINIMUM FUNDING REQUIREMENTS:**

The undersigned Sponsor acknowledges that there is a required initial minimum contribution to the Trust Account in the amount of \$10,000 (unless waived by the Trustee) which must be paid upon the acceptance of this Joinder Agreement by the Trustees. For Surplus income beneficiaries an amount equal to twice the estimated required spend down amount is required upon opening the trust.

17. **LEGAL AND TAX CONSEQUENCES OF JOINDER AGREEMENT:**

The undersigned Sponsor acknowledges that the signing of this document creates a legal agreement and contributions to the Trust Account may have tax consequences. The Sponsor has been advised to consult with an attorney or advisor before signing this Joinder Agreement.

*Joinder Agreement (continued)*

*Please Fill Out Agreement In Its Entirety*

5/23/2011

18. **ADMINISTRATION OF THE TRUST ACCOUNT PURSUANT TO THE CLC SUPPLEMENTAL NEEDS POOLED TRUST 2:**

The undersigned Sponsor acknowledges that all contributions made to the Trust Account will be held and administered pursuant to the provisions of the Community Living Corporation, Inc. Supplemental Needs Pooled Trust 2, including any amendments to the Trust made after the date of this Joinder Agreement. The provisions of the Community Living Corporation, Inc. Supplemental Needs Pooled Trust 2 are incorporated herein by reference. The Sponsor has reviewed a copy of the Community Living Corporation, Inc. Supplemental Needs Pooled Trust 2 Trust Agreement prior to signing this Joinder Agreement. The Agreement is available on line [\(www.clcpooledtrust.org\)](http://www.clcpooledtrust.org).

19. **WAIVER OF POTENTIAL CONFLICT OF INTEREST:**

The undersigned Sponsor acknowledges that a potential conflict of interest exists in the administration of the Community Living Corporation, Inc. Supplemental Needs Pooled Trust 2, because the Trust was established by CLC, Inc., and managed by CLC Foundation, Inc. CLC, Inc. may have an interest in the Trust accounts for the benefit of other disabled individuals. In the administration of the Trust, the Trustee is permitted to disburse Trust funds to CLC, Inc. on behalf of the beneficiaries. The Sponsor is aware of the existence of these potential conflicts of interest and expressly waives any and all claims against the Trustee and any successor Trustees on account of self-dealing, conflict of interest of any other act related to their affiliation with CLC, Inc., banks, investment advisors or any affiliated entities.

20. **DISPUTE RESOLUTION:** If any dispute arises between or among the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or Trust, the parties to such dispute shall proceed in good faith to negotiate a resolution of such dispute and if not resolved through negotiation by the 90<sup>th</sup> day after written notice of such dispute was provided by the complaining party to the other party to the dispute, such dispute will be resolved: (1) by arbitration to be conducted by a single arbitrator pursuant to the Rules of the American Arbitration Association, which arbitration shall be conducted in Westchester County, New York, or (2) by such other methods or procedures as the parties mutually agree. If arbitration is used, the parties will complete all submissions to the arbitrator within 45 days of choosing the arbitrator, and the arbitrator will provide a final ruling on each dispute within thirty (30) days of the final submission by the parties

*. Joinder Agreement (continued)*

*Please Fill Out Agreement In Its Entirety*

5/23/2011

**According to New York State Law, in order for this Joinder Agreement to be binding, this document must be acknowledged by a Licensed Notary.**

A. Sponsor Signature:

\_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

B. Acknowledgement within New York:

For Signer:

State of New York        )

)ss.:

County of                )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

(Signature and office of individual taking acknowledgement)

=====

The foregoing Joinder Agreement is hereby accepted by the undersigned on behalf of the Community Living Corporation Supplemental Needs Pooled Trust 2.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

John J. Signorelli  
Executive Director  
CLC Foundation

5/23/2011

July 5, 2011

To: All CLC Pooled Trust Beneficiaries

## Policies and Procedures

### Brokerage Account Statements:

Are mailed to the individual designated in the Joinder Agreement in the middle of each month (15<sup>th</sup>). The statements reflect every addition and withdrawal from your trust (payments that the trustee, beneficiary, guardian or designated advocate request). **Brokerage Account Statements** also highlight any interest/dividends/deposits and withdrawals that were credited to or debited from your account. Since **Brokerage Account Statements** are **sent to you directly**, we do not provide copies. It is the responsibility of the beneficiary to keep their **Brokerage Account Statements**. If copies are needed, there is a charge of \$1.00 for each statement page provided.

### Disbursements:

(clothes, furniture, toiletries, etc.)

Requests take 7 – 10 business days. Please plan ahead when requesting funds from your trust. We are a small, not for profit Foundation, with a part-time staff.

- All requests for disbursements must be in writing; via regular mail, e-mail (trustrequest@clcpooledtrust.org) or by court order. In case of an emergency, or special circumstances, we can take requests via telephone.
- If a request is made by telephone, the Trustee will request documentation pertaining to the disbursement. If you pay for a service or item with your credit card, the final decision about using your trust funds for that expenditure is made by the Trustee.
- Should an expense be made that is not allowed by credit card the beneficiary must pay for that expense from their own sources, i.e. SSI, SS or SSDI, personal cash, etc.

### TRUST DEPOSITS:

- All checks must be made payable to CLC P/T 1 FBO (your name) if you belong to PT1
- All checks must be made payable to CLC P/T 2 FBO (your name) if you belong to PT2  
Example: CLC P/T 2 FBO Jane Doe

Please call or write us a letter **should you ever have any questions regarding your Trust account**, we will promptly respond. Should you have questions about expenditures in your Trust account, we can provide you a list of the disbursements we made from your Trust. **No fee will be charged.**

If a beneficiary, guardian or designated advocate requests a full accounting (**or the equivalent thereof**) a **\$350 fee is charged**. A complete accounting requires detailed reporting for a specific period of time, usually a calendar year. **If an annual accounting is Court Ordered, this will be outsourced to an attorney who will charge fees approved by the court.**

### Additional Important Information

**A list of distributions and deposits: Upon request, and without a fee, will be provided to:**

- The Department of Social services.
- The Social Security Agency associated with your SSI or SSDI.
- To you, your Advocates or Guardians, if requested. (Once a year).

**Financial information for Medicaid and Recertification:**

- The recertification process is the responsibility of the beneficiary or guardian. Should you need assistance, we can provide you with a list of professionals who can assist you on a retained basis.

**Notices concerning the opening and closing of your trust account with a copy of the Joinder agreement will be sent to:**

- Your local Social Security office.
- The Department of Social Services.

**Additional DSS notices provided without a fee:**

- Request permission for making very large purchases.
- Monthly Deposits for Surplus Income Trusts.

**Burial Arrangements:**

- The CLC Pooled Trust is authorized to prepay for any funeral related expense during the lifetime of the Trust beneficiary. However, once a beneficiary dies, we cannot use trust funds to pay any funeral expense. All beneficiaries should consider a prepaid funeral plan, unless they have a family member or advocate to assume this responsibility.

**Credit Card Rules:**

- If approved for credit, your monthly credit limit will be determined by the Trustee.
- All credit card expenses must be in compliance with the rules as provided by NYS  
For example:
  1. Credit Cards cannot be used to obtain cash.
  2. Credit Cards cannot be used to pay for groceries or rent if you receive SSI.
  3. Credit Cards cannot be used to pay for the expenses of others. Trust funds are designated for the sole benefit of the beneficiary.
  4. Credit Card purchases over \$250 must be approved in advance by Trustee.
- Credit Card expenses not authorized **will not be paid for** by the Trustee.  
If the expense is not authorized by the Trustee, you will be required to pay for it immediately from your SSI or SSDI payments or from your personal savings.
- If a beneficiary cannot comply with these rules, the credit card will be cancelled.

**Taxes:**

- Tax returns for individuals: We do not prepare Federal or State Income Tax Returns for beneficiaries. We do provide the beneficiary or advocate with required K-1 and/or 1099 information.
- If you need assistance with your taxes, we can help you find a tax preparer.

These and other rules and procedures are listed and updated periodically on our web site, [www.clcpooledtrust.org](http://www.clcpooledtrust.org). In addition, should you have any questions concerning your trust, please feel free to contact us Monday thru Friday (10am to 3pm). The Trustee is available Tuesday, Wednesday and Thursday's via phone, (914-241-2076) or email ([jjignorelli@optonline.net](mailto:jjignorelli@optonline.net)).

Sincerely,

John J. Signorelli  
Administrative Trustee  
CLC Pooled Trust

/es

**I have read the CLC Foundation Policies and Procedures with reference to pooled trust accounts. I am also aware that these procedures are updated periodically on the trust website ([www.clcpooledtrust.org](http://www.clcpooledtrust.org)). If you wish to set up a pooled trust account with us, you must first read and sign this agreement and return it to us with the Joinder Agreement.**

Name \_\_\_\_\_ Date \_\_\_\_\_

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