

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: _____

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) Reimbursement to NYS for Medicaid medical expenses provided to the beneficiary.

(b) Any remaining assets not to exceed the amount reimbursed to NYS 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.

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

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 st 50,000 =	\$1,000.00
2 nd 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.

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).

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 90th 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

5/11/2010

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)

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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

5/11/2010