

**COMMUNITY LIVING CORPORATION, INC.**  
**POOLED TRUST 2**  
**A TRUST FUNDED BY PEOPLE WITH DISABILITIES**

**JOINER 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 \_\_\_ PARENT \_\_\_ LEGAL GUARDIAN

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

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

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

E-Mail Address: \_\_\_\_\_

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

\*If Trust Account is being established pursuant to a court order please provide a copy of the order.

2. **BENEFICIARY:**

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

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

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

E-Mail Address: \_\_\_\_\_

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

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

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

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

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

3. **DISTRIBUTION OF TRUST UPON THE DEATH OF THE BENEFICIARY**

a. Upon the death of the Beneficiary, after the payment of permissible administrative expenses such as (i) taxes due to the State(s) or Federal government because of the death of the Beneficiary and (ii) reasonable fees for administration of the Trust Account such as an accounting of the Trust Account to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the Trust Account, the remaining balance of the Trust Account shall be distributed as set forth below. **(PLEASE PLACE AN X NEXT TO OPTION (1) OR (2) BELOW. IF YOU CHOOSE OPTION (2), PLEASE WRITE IN PERCENTAGES IN THE SPACES PROVIDED.)**

\_\_\_\_ (1) 100% to the CLC Pooled Trust 2 "Remainder Trust Account" which amount may be used for the purpose of providing direct supplemental needs assistance to any individual who is disabled pursuant to Social Security Law Section 1614(a)(3) [42 USC 1382c(a)(3)], whether or not such individual is a current Beneficiary of a Trust Account. Amounts in the Remainder Trust Account shall also be available to the Trustees for the purpose of providing indirect supplemental needs assistance to or on behalf of individuals with disabilities and to meet any administrative and/or operating expenses incurred by the Trust.

\_\_\_\_ (2) To the extent that amounts remaining in the Trust Account are not retained by the Trust and credited to the Remainder Trust Account, the Trust shall pay to the State(s) from such Trust Account any remaining amounts equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State plans pursuant to 42 USCS §§ 1396 et seq. Any balance in the account remaining after payment to the State(s) shall be distributed as follows:

\_\_\_\_ % to CLC Foundation.

\_\_\_\_ % to \_\_\_\_\_

\_\_\_\_ % to \_\_\_\_\_

b. All final disbursement requests must be submitted within ninety (90) days of the Beneficiary's death and upon submission of the death certificate. Only expenses incurred prior to the Beneficiary's death will be considered.

c. Funeral expenses will only be paid pursuant to a Medicaid eligible pre-need funeral agreement established prior to the Beneficiary's death. Funeral Expenses will not be paid after the Beneficiary's death.

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

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

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

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

E-Mail Address: \_\_\_\_\_

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

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

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

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

E-Mail Address: \_\_\_\_\_

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

5. **COURT APPOINTED GUARDIAN**: (Please provide Letters of Guardianship)

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

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

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

E-Mail Address: \_\_\_\_\_

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

6. **CASE MANAGER**:

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

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

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

E-Mail Address: \_\_\_\_\_

7. **FUNDING SCHEDULE:** Upon acceptance of Joinder Agreement by Trustee or Designee. Checks should be made payable to "CLC Pooled Trust 2 F/B/O \_\_\_\_\_ [insert beneficiary's name]"

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

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

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

8. **STRUCTURED SETTLEMENT PAYMENTS (IF ANY)**

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

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

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

9. **WHO WOULD YOU LIKE TO RECEIVE A BANK STATEMENT REGARDING YOUR TRUST?**

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. Amount \$ \_\_\_\_\_ (please attach copy of award letter/check)

\_\_\_ SSDI. Amount \$ \_\_\_\_\_ (please attach copy of award letter/check)

\_\_\_ SS. Amount \$ \_\_\_\_\_ (please attach copy of award letter/check)

\_\_\_ Other Benefits. Source: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_ Section 8 or other Housing Subsidies. Amount \$ \_\_\_\_\_

\_\_\_ Medicaid. (please provide a copy of Medicaid ID)

\_\_\_ Medicare. (please provide a copy of Medicare ID)

\_\_\_ Pension. Payer: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

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

\_\_\_ If on SSDI, Whole Life Insurance Policy. Amount: \$ \_\_\_\_\_

\*It is the responsibility of the sponsor and/or beneficiary to inform CLC Foundation, Inc. of any changes to these benefits.

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

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

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

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

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

E-Mail Address: \_\_\_\_\_

14. **ATTORNEY:**

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

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

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

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

E-Mail Address: \_\_\_\_\_

15. **FEES:** Fees are as set forth on Schedule A at the end of this Agreement.

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 Administrative Trustee) which must be paid upon the acceptance of this Joinder Agreement by the Administrative Trustee.

17. **ADMINISTRATION OF THE TRUST ACCOUNT PURSUANT TO THE COMMUNITY LIVING CORPORATION, INC. POOLED TRUST 2 AGREEMENT:**

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. Pooled Trust 2 Agreement, including any amendments to the Trust made after the date of this Joinder Agreement. The provisions of the Community Living Corporation, Inc. Pooled Trust 2 Agreement are incorporated herein by reference. The Sponsor has reviewed a copy of the Community Living Corporation, Inc. Pooled Trust 2 Agreement prior to signing this Joinder Agreement. The Agreement is available online ([www.clcpooledtrust.org](http://www.clcpooledtrust.org)).

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

There may be potential conflicts of interest in the administration of the Trust because (a) trust funds may be used to pay for services provided to a beneficiary by Community Living Corporation (“CLC”), CLC Foundation, Inc. or affiliated enterprises and (b) the Trust retains those funds remaining in the Trust at the time of death of the beneficiary. The undersigned acknowledges these potential conflicts of interest and expressly waives any and all claims against the Trustees and any successor Trustees on account of self-dealing, conflict of interest of any other act related to their affiliation with CLC, banks, investment advisors or any affiliated entities.

19. **NO REPRESENTATION:** The Sponsor acknowledges that neither CLC nor the Trustees of the Community Living Corporation, Inc. Pooled Trust 1 have made any representation to the Sponsor (a) that contributions to the Trust are deductible as charitable gifts or otherwise or (b) as to the gift or tax consequences of directing funds to the Trust. CLC Foundation, Inc. has recommended that the Sponsor seek independent legal advice. Trust 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. Trust Account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust Accounts.

20. **ACKNOWLEDGMENTS BY SPONSOR:** Sponsor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and Sponsor agrees that neither CLC nor the Trustees of the Community Living Corporation, Inc. Pooled Trust 2 will in any event be liable for any loss of benefits as long as they act in good faith. Sponsor acknowledges and agrees that CLC and the Trustees of the Community Living Corporation, Inc. Pooled Trust 2, their agents and employees, as well as their agent’s and employees’ heirs and legal and personal representatives, shall not in any event be liable to any Sponsor or Beneficiary or any other party for so long as they act reasonably and in good faith. Sponsor acknowledges that upon execution of the Joinder Agreement by Sponsor, and the funding of a Trust Account for a Beneficiary, that this Trust, as to the Sponsor and the Beneficiary, is irrevocable. Sponsor acknowledges that after the funding of a Trust Account, the Sponsor 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. Sponsor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by CLC or the Trustees of the Community Living Corporation, Inc. Pooled Trust 2 in deciding to execute this Joinder Agreement.

Sponsor further represents, warrants, and agrees: that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed; that if he or she has not had

the Community Living Corporation, Inc. Pooled Trust 2 Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right; that he or she has been provided a true and correct copy of Community Living Corporation, Inc. Pooled Trust 2 Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement; that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and that CLC Foundation, Inc. the Community Living Corporation, Inc. Pooled Trust 2 may be Remainder Beneficiaries of all or a portion of the Trust Account established hereby upon the death of the Beneficiary as provided in Section 3 of this Joinder Agreement.

21. **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

22. **MISCELLANEOUS:**

A. Provisions of this Joinder Agreement may be amended, so long as any such amendment is consistent with the Community Living Corporation, Inc. Pooled Trust 1 Agreement.

B. This Trust instrument shall be interpreted and the administration of the trust shall be governed by the laws of the State of New York. However, if applicable, federal law shall govern any matter related to the relationship between this Trust and the government benefits for which a Beneficiary may be eligible. The situs of this trust for administrative and accounting purposes shall be in the County of Westchester, which is the location of the principal office of CLC Foundation, Inc. and where CLC Foundation Inc.'s Board of Directors meets.

C. Should any provisions of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

By signing below, the sponsor certifies that the designated beneficiary is disabled as defined in Social Security Law Section 1614(a)(3)[42 USC 1382c(a)(3)].

Sponsor Signature: \_\_\_\_\_

Name \_\_\_\_\_

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

**To be binding, this Joinder Agreement document must be acknowledged by a Licensed Notary.**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.:

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/they executed the same in his/her/their capacity(ies), and that by his/her 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 acknowledgment

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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: \_\_\_\_\_

Trust Officer

CLC Foundation, Inc.

Administrative Trustee

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

Print Name



## SCHEDULE A – FEE SCHEDULE

Set-Up Fee: \$350.00  
Annual Fee: \$1,250.00 plus 1.5% of any trust funds in excess of \$50,000.00

Example: A new trust with a market value of \$100,000.00

1st 50,000.00 =	\$1,250.00
2nd 50,000.00 =	\$ 750.00
1x only admin fee	<u>\$ 350.00</u>
Total Fee	\$2,350.00

Fees are charged at the opening of the Trust and on each anniversary thereafter based on the average annual balance.

\*Annual fee will be reduced by 50% (\$625.00) for trust account balances under \$10,000.00.

\*\*Annual fee does not apply to surplus income and annuity / structured-settlement trust accounts which are charged a pro-rated monthly fee.

### Additional Fees:

Annual Investment Manager Fees (charged quarterly):

0.65% on trust accounts with balances of \$50,000.00 or greater

0.15% on trust accounts with balances of less than \$50,000.00

\*no fee on accounts with all cash

Annual Co-Trustee Fee (charged quarterly): 0.5% on trust accounts with balances of \$15,000.00 or greater

Wind-Up Fee (upon termination of trust):

\$1,500.00 plus 2% of any trust funds in excess of \$100,000.00 up to \$500,000.00 plus

1% of any trust funds in excess of \$500,000.00

A fee of \$225.00 will also be charged annually in July to each trust account balance over \$2,000.00. This is to assist with the cost of annual audits and tax returns which CLC Foundation, Inc. is required to file on behalf of the Trust.

Accounts requiring special accommodations may be assessed a fee in addition to those listed above. These fees will be determined on a case-by-case basis and will be disclosed to the account beneficiary (or his/her representative) at the time they are assessed.

Fees are subject to change at the Administrative Trustee's discretion.

## Examples

### Example: A new trust account valued at \$100,000.00

Trust Administration	
1x only set-up fee =	\$350.00
1st 50,000.00 =	\$1,250.00
2nd 50,000.00 =	\$750.00
Audit / tax return fee =	<u>\$225.00</u>
	\$2,350.00
Investment Management	
.65% accounts \$50,000 or greater =	\$650.00
Co-Trustee Fee	
.5% accounts \$15,000 or greater =	\$500.00
Total	\$3,500.00

### Example: A new trust account valued at \$15,000.00

Trust Administration	
1x only set-up fee =	\$350.00
1st 50,000.00 =	\$1,250.00
Audit / tax return fee =	<u>\$225.00</u>
	\$1,825.00
Investment Management	N/A (all cash)
Co-Trustee Fee	
.5% accounts \$15,000 or greater	N/A
Total	\$1,825.00

### Example: Existing trust account valued at \$40,000.00

Trust Administration	
1st 50,000.00 =	\$1,250.00
Audit / tax return fee =	<u>\$225.00</u>
	\$1,475.00
Investment Management	
.15% accounts less than \$50,000 =	\$60.00
Co-Trustee Fee	
.5% accounts \$15,000 or greater =	\$75.00
Total	\$1,610.00

### Example: Existing trust account valued at \$9,000.00

Trust Administration	
1st 50,000.00 (reduced by 50%) =	\$625.00
Audit / tax return fee =	<u>\$225.00</u>
	\$850.00
Investment Management	N/A (all cash)
Co-Trustee Fee	
.5% accounts \$15,000 or greater	N/A
Total	\$850.00

### Example: Existing account valued at \$50,000.00 upon termination of the trust

Wind-up Fee =	\$1,500.00
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### Example: Existing account valued at \$200,000.00 upon termination of the trust

Wind-up Fee	
1 <sup>st</sup> \$100,000.00 =	\$1,500.00
2% \$100,000.00 =	<u>\$2,000.00</u>
Total	\$3,500.00