

**COMMUNITY LIVING CORPORATION, INC.
POOLED TRUST 3
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 3 (CLC Pooled Trust 3), in the initial amount of \$_____.

1. **SPONSOR IS:** ___ BENEFICIARY ___ SPOUSE ___ OTHER

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: _____

Circumstances Supporting Creation of Surplus Income Trust Account: _____

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 (a) taxes due to the State(s) or Federal government because of the death of the Beneficiary and (b) 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 credited to the CLC Pooled Trust 3 "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. To the extent that amounts remaining in a Beneficiary's account upon the death of the Beneficiary are not retained by the Trust and credited to the Remainder Trust Account, to be used in furtherance of the purposes stated above, the Trust shall pay to the States from such deceased Beneficiary's 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.

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 3 F/B/O _____ [insert beneficiary’s name]”

Date: _____

Amount: _____

Source of Funds: _____

8. **Who would you like to receive a bank statement regarding your trust?**

Name: _____

Address: _____

_____) _____

9. **BURIAL PLAN** ____ Yes ____ No **(Note: A burial plan is important because Trust Funds cannot be used to pay any funeral expenses after the death of a Beneficiary.)**

Name of Funeral Home _____

Contact _____ Phone _____

Address _____

10. **GOVERNMENT BENEFITS AND OTHER INCOME** (Please check all that apply)

___ SS. Amount \$ _____ **(please attach copy of award letter/check)**

___ Other Benefits. Source: _____ Amount: \$ _____

___ Medicare. **(please provide a copy of Medicare card).**

___ Pension. Payer: _____ Amount: \$ _____

___ Additional Income. Source: _____ Amount: \$ _____

___ Whole Life Insurance Policy. Amount: \$ _____

11. **IS A COURT REPORT REQUIRED?** ____ Yes ____ No

Court Information: _____

Court Examiner: _____

Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____

12. **ATTORNEY:**

Name: _____

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____

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

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

The Designated Beneficiary's initial minimum contribution shall be two (2) months' surplus income ("Spend down") as determined by the Department of Social Services in the county in which the Designated Beneficiary lives, plus the initial administrative fees charged by CLC Pooled Trust 3. In the event that a Designated Beneficiary has a trust account balance less than one months' surplus income for thirty (30) or more consecutive days, the Trustee shall retain the right to close the Designated Beneficiary's trust account. In the event that a Designated Beneficiary wishes to re-open a trust account, the Designated Beneficiary may be required to pay any outstanding administrative fees stemming from the prior trust account. Additionally, the Designated Beneficiary may be required to pay a new enrollment fee when re-opening a trust account.

15. **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.

16. **ADMINISTRATION OF THE TRUST ACCOUNT PURSUANT TO THE CLC POOLED TRUST 3 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 3 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 3 Agreement are incorporated herein by reference. The Sponsor has reviewed a copy of the Community Living Corporation, Inc. Pooled Trust 3 Trust Agreement prior to signing this Joinder Agreement. The Agreement is available on line (www.ADiCares.org).

17. **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 the beneficiary by Community Living Corporation ("CLC"), CLC Foundation, Inc., ADiCares 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, CLC Foundation, Inc., ADiCares, 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

By signing below, the sponsor acknowledges 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 Pooled Trust 3.

Name: _____

Date: _____

Trust Officer

Name: _____

Print Name