

NYSARC, INC. COMMUNITY TRUST

(A Trust for Persons with Disabilities)

COMMUNITY TRUST II

BENEFICIARY PROFILE SHEET AND JOINDER AGREEMENT

NYSARC, Inc. Trust Services

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Delmar, NY 12054

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Revised 2010

NOTE: All questions must be answered or your application will be delayed.

Beneficiary Profile Sheet

1. Name of Donor (Generally same as Beneficiary): _____
(First Name, Middle Name, Last Name)
Social Security No. of Donor: _____
Address of Donor: _____

Telephone Number of Donor: _____

2. Name of Disabled Beneficiary (In-Kind Beneficiary): _____
(First Name, Middle Name, Last Name)

Social Security No. of Disabled Beneficiary: _____

Please return a copy of the Social Security Card with the Profile and Joinder Agreement. If unavailable, please contact the SSA at 1-800-772-1213 (or 1-800-325-0778 for the deaf or hearing impaired) for instructions on how to apply for a replacement card.

Address: _____

Telephone Number: (Day): _____ (Evening): _____

3. County of Residence: _____
Place of Birth: _____
Citizenship: _____
Date of Birth: _____ Gender: _____

Please list qualifying disabilities: _____

4. Is the purpose of establishing this trust the result of a Court Order? Yes___ No___
(If yes, please include a copy of Court Order)

5. Is the purpose of establishing this account to shelter monthly income? Yes___ No___

Indicate estimated monthly deposit: \$ _____
(Note: This is supplemental information for NYSARC, Inc. purposes only. This amount may be changed at any time with no effect on the Joinder Agreement.)

6. Beneficiary Income:

If you receive any form of Social Security benefit, please submit a copy of your “proof of income” letter, indicating your claim number. If you do not have this, please visit the local Social Security Office or call them 1-800-772-1213 (or 1-800-325-0778 for the deaf or hearing impaired) and follow the instructions to obtain a copy.

Does the Beneficiary receive Supplemental Security Income (SSI)? Yes _____ No _____

Does the Beneficiary receive Social Security Disability Income (SSDI)? Yes _____ No _____

Does the Beneficiary receive Social Security Retirement Income (SSA)? Yes _____ No _____

Does the Beneficiary receive other income? Yes _____ No _____
(If yes, please provide detail)

Does the Beneficiary receive Medicaid? Yes _____ No _____ Pending _____

If yes, list Medicaid card number: _____

If the Beneficiary receives other benefits or entitlements, such as Food Stamps, HUD Sec. 8, etc. list these benefits and monthly amounts:

7. (a) Indicate the living arrangement of the Beneficiary:

Lives Independently _____	Lives with parents or other family _____
Family Care Program _____	CR/IRA/ICF (supervised) _____
CR/IRA (supportive) _____	Nursing Home _____
Assisted Living Facility _____	Other (explain) _____

(b) Does the Beneficiary receive community funds as part of residential care?
Yes _____ No _____ If yes, how much is it and how often received? _____

8. List other services that the Beneficiary receives (include day services, service coordination, employment programs, etc.):

<u>Service</u>	<u>Name of Provider</u>
_____	_____
_____	_____
_____	_____

9. (a) Is there a court appointed Guardian for the Beneficiary? Yes___ No___

If yes, attach copy of Decree or Letters of Guardianship and complete the following:

Guardian of the: Person Property Both

If specific powers/authority is granted please list:

(Include dental and medical) _____

If specific powers/authority is exempted please list:

(Include dental and medical) _____

Please list name(s) and addresses of Guardian(s): _____

- (b) Are Standby Guardian(s) appointed? Yes___ No___

If yes, for the: Person Property Both

Please list name(s) and addresses of Standby Guardian(s).

- (c) Are Alternate Standby Guardian(s) appointed? Yes___ No___

If yes, for the: Person Property Both

Please list name(s) and addresses of Alternate Standby Guardian(s).

10. Relationship of Donor to Beneficiary? _____

11. **AUTHORIZED CONTACTS:** *Please note that NYSARC, Inc. requires the Beneficiary to have an authorized contact to speak to us on your behalf. Please note that the Trustees in their discretion may require an intermediary to assist in the administration of the Beneficiary's sub-trust account.*

List individuals below authorized to contact us on behalf of the Beneficiary?

(check all that apply)

	Communicate	Receive Statements	Submit Disbursements
Name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Address: _____

Telephone No.: _____

Relationship: _____

	Communicate	Receive Statements	Submit Disbursements
Name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Address: _____

Telephone No.: _____

Relationship: _____

	Communicate	Receive Statements	Submit Disbursements
Name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Address: _____

Telephone No.: _____

Relationship: _____

Person to contact in case of Emergency (**REQUIRED IF NO ONE IS LISTED ABOVE**):
(*This individual will only be contacted if we are unable to reach you*)

Name: _____

Address: _____

Telephone No: _____ Email: _____

Relationship: _____

12. List an individual who will be submitting the Trust documents to Medicaid, Social Security Administration, or other government agency on your behalf: *(must be knowledgeable in Medicaid Law, i.e., Attorney, Social Worker, Elder Care Consultant, etc.)*

Name: _____ Telephone No: _____

Agency/Firm, etc. _____

13. Does the Beneficiary have funeral provisions in place (pre-paid funeral, burial plot, etc.?)

Yes _____ No _____

If yes, briefly describe and list contact information: _____

(Please note this is for supplemental information for NYSARC, Inc. purposes only.)

14. Is there a life insurance policy in place for the Beneficiary? Yes ___ No ___

If yes, provide the name and address of the insurance company and the policy number:

CERTIFICATION:

I certify that the above information is accurate and complete to the best of my knowledge.

Donor/Beneficiary Signature

Date

THE NYSARC, INC. COMMUNITY TRUST
(A TRUST FOR PERSONS WITH DISABILITIES)

Joinder Agreement

NOTE: THIS IS A LEGAL DOCUMENT. IT IS AN AGREEMENT PERTAINING TO A SUPPLEMENTAL NEEDS TRUST CREATED PURSUANT TO 42 UNITED STATES CODE §1396. YOU ARE ENCOURAGED TO SEEK INDEPENDENT, PROFESSIONAL ADVICE BEFORE SIGNING THIS AGREEMENT. ADDITIONALLY, THE NYSARC, INC. TRUST SERVICES DEPARTMENT MAY NOT ACCEPT THIS JOINDER AGREEMENT UNLESS YOU HAVE A LEGAL REPRESENTATIVE.

The undersigned hereby adopts, enrolls in and establishes a sub-trust account under the NYSARC, INC. COMMUNITY TRUST II (“CT II”) dated October 17, 2002, and as amended, this Trust being incorporated herein by reference. **THIS TRUST IS IRREVOCABLE.**

1. Name of Donor (Generally same as Beneficiary): _____

Social Security No. of Donor: _____

Date of Birth: ____/____/____

Address of Donor: _____

Telephone Number of Donor: _____

2. Name of Disabled Beneficiary (In-Kind Beneficiary): _____

Disabled Beneficiary’s Social Security Number: _____

Date of Birth: ____/____/____

Address: _____

Telephone Number (Day): _____ (Evening): _____

3. Fees shall be paid in accordance with the published fee schedule.

4. Death of Beneficiary

- a. **The Beneficiary's sub-trust account terminates upon his or her death.** If, upon the death of the Beneficiary, funds remain in his or her sub-trust account, such funds shall be deemed to be property of the Trust and all funds that are remaining in the Beneficiary's separate sub-trust account shall be retained by the **NYSARC, INC. COMMUNITY TRUST II** to further the purposes of the Trust.
- 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.**

5. Contributions/Deposits:

- a. All contributions made to the Trust Account will be held and administered pursuant to the provisions of the **NYSARC, INC. COMMUNITY TRUST II** dated October 17, 2002 and as amended. The provisions of the **NYSARC, INC. COMMUNITY TRUST II** are incorporated herein by reference.
- b. The Trustees shall have the sole and absolute right to accept or refuse additional deposits to the Sub-trust account.
- c. In the event that a Beneficiary has a zero (\$0) sub-trust account balance for sixty (60) or more consecutive days, the Trustee shall retain the right to close the Beneficiary's sub-trust account. Please be advised that the Trustee may continue to charge administrative fees for the management of the sub-trust account prior to its closure. In the event that a Beneficiary wishes to re-open a sub-trust account, the Beneficiary may be required to pay any outstanding administrative fees stemming from the prior sub-trust account. Additionally, the Beneficiary shall be required to pay a new enrollment fee when re-opening a sub-trust account.

6. Disbursements:

- a. All disbursement requests shall be reviewed and approved on an individual basis.
- b. Disbursements for expenses incurred prior to 90 days of submission of a disbursement request form shall not be paid.

c. The Trustees, in their discretion, have determined that disbursements for the following items shall not be paid: purchases of firearms, alcohol, tobacco, items relating to illegal activity, bail, or restitution.

d. All disbursements shall be made at the sole and absolute discretion of the Trustees.

7. Disability Determination:

In the event that a disability determination is required for Medicaid purposes, please be advised that administrative fees shall be incurred while the determination of disability is being made.

8. Miscellaneous:

Amendments:

Provisions of this Joinder Agreement may be amended by the parties hereto in writing, so long as any such amendment is consistent with the Master Trust.

Taxes:

a. The Donor acknowledges that contributions to the **NYSARC, INC. COMMUNITY TRUST II** are not tax deductible as charitable gifts, or otherwise.

b. Sub-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 may be needed.

9. Disclosure of Potential Conflict of Interest:

There may be a potential conflict of interest in the administration of the Trust since the Trust retains those funds remaining in the sub-trust account at the time of death of the Beneficiary. Funds remaining in the Trust may be used to pay for ancillary and/or supplemental services for Beneficiaries and potential Beneficiaries for which services may be rendered by a **Chapter of NYSARC, Inc.** or by **NYSARC, Inc.** itself.

The Donor(s) executing this Joinder Agreement is/are aware of the potential conflicts of interest that exist in the Trustee's administration of the Trust. The Trustee shall not be liable to the Donor or to any party for any act of self-dealing or conflict of interest resulting from their affiliations with **NYSARC, Inc.** or with any Beneficiary or constituent agencies and/or Chapters.

10. Situs: The sub-trust account created by this Agreement has been accepted by the Trustee in the State of New York and will be initially administered by **NYSARC, Inc.** and a financial institution in the State of New York. The validity, construction, and all rights under this Agreement shall be governed by the laws of the State of New York. The situs of this Trust for administrative, accounting and legal purposes shall be in the County of Albany, the County where the majority of meetings concerning establishment of the Trust have occurred.

11. Invalidity of any Provision: Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

I have received and reviewed a copy of the Community Trust II Master Trust prior to the signing of this *Joinder Agreement*. I have also read the Information and Procedures and Questions and Answers and acknowledge that I understand the contents of all of the trust documents. I also understand that said documents may be amended from time to time.

By signing below, the Donor acknowledges that the Beneficiary is disabled as defined in Social Security Law Section 1614 (a) (3) [42 USC 13822c(a) (3)]

Under penalty of perjury, all statements made in this document are true and accurate to the best of my knowledge.

By signing below, you agree to the following:

The NYSARC, Inc. Community Trust II is a trust authorized to be used by individuals with disabilities pursuant to federal and state law. By agreeing to accept a donor's property pursuant to this Joinder Agreement, NYSARC, Inc., agrees only to manage the trust funds in accordance with the terms of the Master Trust Agreement and in compliance with applicable federal and state law and regulation. It is the sole responsibility of the donor and/or the donor's representative to determine whether the donor is "disabled" as that term is defined under federal law, to determine whether they have the legal authority to transfer property to fund the trust, and the impact that a transfer of property to the NYSARC, Inc. Community Trust II will have on the donor's continuing eligibility for government benefit programs.

NYSARC, Inc. is not assuming any responsibility as counsel for the donor or Beneficiary, or providing any legal advice as it relates to the consequences of a transfer of property to the NYSARC, Inc. Community Trust II.

The Trustees in their discretion may require an intermediary to assist in the administration of the Beneficiary's sub-trust account.

The party authorized to speak with us on your behalf or the intermediary must notify NYSARC, Inc., immediately upon your death and will be required to provide us with a certified death certificate.

An individual requesting and/or receiving disbursements in contravention of the Master Trust Agreement and the Joinder Agreement will be required to repay the amount disbursed.

