



THERESA POOLED TRUSTS
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THERESA ALESSANDRA RUSSO FOUNDATION, INC.
THERESA POOLED ASSET TRUST
A TRUST FUNDED BY PEOPLE WITH DISABILITIES

JOINER AGREEMENT

The undersigned Grantor, on this _____ day of _____, 20 ____ hereby establishes a Trust sub-account under the Theresa Pooled Asset Trust.

The effect of joining the Theresa Pooled Asset

Trust (the "Trust") through this Pooled Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account for the following Designated Beneficiary: _____ (the "Beneficiary") and to incorporate the Trust by reference.

This Agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee and shall be established with resources, including assets and/or income, belonging solely and exclusively by the Designated Beneficiary.

1. **GRANTOR:**

___ BENEFICIARY ___ PARENT ___ COURT ___ LEGAL REPRESENTATIVE

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Beneficiary: _____

*If a Trust sub-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 FROM THE TRUST SUB-ACCOUNT DURING THE LIFE OF A BENEFICIARY

Notwithstanding anything to the contrary in this Agreement, the Trustee shall not exercise any power in a manner that is inconsistent with the Beneficiary’s right to the beneficial enjoyment of the Trust property in accordance with general principles relating to the law of trusts or that is inconsistent with the purpose and intent of this Trust.

3.01 Individualized Plan. At the Trustee’s discretion, an individualized plan shall be prepared for the Beneficiary, which the Trustee may consider, in its sole and absolute discretion, when reviewing requests for any distribution from the Beneficiary’s Trust sub-account.

3.02 Benefit Solely for Beneficiary. The Beneficiary’s Trust sub-account is established for the sole benefit of the Beneficiary, and all distributions shall be made only for the sole benefit of the Beneficiary, both at the time this Trust sub-account is established and/or anytime in the future.

3.03 Distributions Pending Preparation of an Individualized Plan. Pending the final preparation of an individualized plan established for the Beneficiary, if applicable and/or required by the Trustee, any nonsupport items that are required for maintaining the Beneficiary’s health, safety, and welfare may be provided for the benefit of the Beneficiary when, in the sole and absolute discretion of the Trustee, such needs are not being met by any public agency, or are not otherwise being provided by any other source of income available to the Beneficiary.

3.04 Discretion of Trustee; Use of Assets: Desires for Use of Assets. The Grantor recognizes and acknowledges that all distributions are subject to the Trustee’s sole and absolute discretion; that the Trust sub-account is not a support trust; that the Trustee shall only make distributions solely for the Beneficiary’s supplemental needs and supplemental care; and, that the Trustee shall possess and exercise the authority to allocate all distributions between principal and income as it determines in its



sole and absolute discretion. With this recognition and acknowledgment in mind, the Grantor has expressed the Grantor's desires as to how assets in the Trust sub-account might be used on behalf of the Beneficiary during the Beneficiary's lifetime.

3.05 Notice of Application; Acceptance, Denial; Termination of Benefits. To enjoy the benefits of the Trust to the fullest extent possible, the Beneficiary, or the Beneficiary's legal representative, shall be required to notify the Trustee whenever the Beneficiary: a) applies for government assistance; b) has an application for government assistance approved; c) has an application for government assistance denied; and/or d) has government assistance terminated.

Notice shall be in writing, by certified mail, return receipt requested, in care of the Trustee, CLC Foundation, Inc., at the address set forth on the last page of this Agreement, or at such other address as the Trustee may designate from time to time. Such notice to the Trustee shall be made within 10 (ten) days of the event that triggers the Beneficiary's duty to give notice under this paragraph 3.05.

In no event shall the Trustee be liable for making disbursements and/or distributions which result in a reduction of government assistance, a termination of government assistance, or ineligibility for government assistance when the Trustee did not have actual notice of such government assistance, or such other circumstances giving rise to such termination, reduction, and/or ineligibility, at the time such disbursements may have been made or requested, or when the Beneficiary or the Beneficiary's representative waives such liability in a signed writing. Consistent with the Beneficiary's affirmative duty to notify any relevant government agencies administering the Beneficiary's government assistance program(s) of any material change in circumstances, all such duties to notify shall continue to be the Beneficiary's if distributions and/or disbursements may have such a material effect, and the Trustee shall have no duty in this regard.

4. DISTRIBUTION OF TRUST UPON THE DEATH OF THE BENEFICIARY

4.01 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 Theresa Pooled Asset Trust "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.

4.02 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.

4.03 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. **LEGAL REPRESENTATIVE/ADVOCATE(S):**

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Please check the description that best describes your relationship with the Beneficiary:

Legal Guardian Representative Payee Durable Power of Attorney

Advocate (please explain) _____

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Please check the description that best describes your relationship with the Beneficiary:

Legal Guardian Representative Payee Durable Power of Attorney

Advocate (please explain) _____

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

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Beneficiary: _____

7. **CASE MANAGER:**

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

8. **FUNDING SCHEDULE:**

The initial amount funded by the Grantor is \$_____.

Upon acceptance of Joinder Agreement by Trustee or Designee. Checks should be made payable to "Theresa Pooled Asset Trust F/B/O _____ [insert beneficiary's name]"

Date: _____

Amount: _____

Source of Funds: _____

9. **Who would you like to receive a bank statement regarding your Sub-Trust Account?**

Name: _____

Address: _____

10. **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 _____

11. **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: \$ _____

12. **IS A COURT REPORT REQUIRED?** ___ Yes ___ No

Court Information: _____

Court Examiner: _____

Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____

13. **ATTORNEY:**

Name: _____

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____



14. **FEES:**

Fees are as set forth on Schedule A at the end of this Agreement.

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

The 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 Beneficiary lives, plus the initial administrative fees charged by Theresa Pooled Asset Trust.

If a 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. If a Beneficiary wishes to re-open a trust sub-account, the Beneficiary may be required to pay any outstanding administrative fees stemming from the prior trust sub-account. Additionally, the Beneficiary may be required to pay a new enrollment fee when re-opening a trust sub-account.

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

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

17. **ADMINISTRATION OF THE TRUST ACCOUNT PURSUANT TO THE THERESA POOLED ASSET TRUST AGREEMENT:**

The undersigned Grantor acknowledges that all contributions made to the Sub-Trust Account will be held and administered pursuant to the provisions of the Theresa Pooled Asset Trust Agreement, including any amendments to the Trust made after the date of this Joinder Agreement. The provisions of the Theresa Pooled Asset Trust Agreement are incorporated herein by reference. The Grantor has reviewed a copy of the Theresa Pooled Asset Trust Agreement prior to signing this Joinder Agreement. The Agreement is available online (www.TheresaPooledTrust.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 the beneficiary by Theresa Alessandra Russo Foundation, 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 Theresa Foundation, CLC, CLC Foundation, Inc., banks, investment advisors or any affiliated entities.



19. **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)].

Grantor 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



The foregoing Joinder Agreement is hereby accepted by the undersigned on behalf of the Theresa Pooled Asset Trust.

CLC Foundation, Inc.
135 Radio Circle Drive, Suite 211
Mt. Kisco, New York 10549

Name: _____
Trust Officer

Date: _____

Name: _____
Print Name