NYSARC TRUST SERVICES

NYSARC, INC. THIRD PARTY COMMUNITY TRUST

JOINDER AGREEMENT

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PO Box 1531
Latham, NY 12110

NYSARC, Inc. Third Party Community Trust Joinder Agreement

This is a legal document. It is an agreement pertaining to a supplemental needs trust created pursuant to NY EPTL 7-1.12.

The undersigned hereby adopts and establishes a sub-trust account under the **NYSARC, INC. THIRD PARTY COMMUNITY TRUST ("3PCT")** dated May 27, 2021, and as amended. **This Trust is Irrevocable. You are advised to seek professional counsel before signing.**

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

1. **Donor Information**: _____
   (First Name, Middle Name, Last Name)

   Social Security Number of Donor: _____-_____-_____

   Relationship to Beneficiary:_____

   Address of Donor: _____

   _____

   Telephone Number of Donor: (____)____-_____(Home) (____)____-_____(Mobile)

   Email Address: _____

2. **Beneficiary Information:** _____
   (First Name, Middle Name, Last Name)

   Social Security Number of Beneficiary: _____-_____-_____

   Date of Birth: _____ (mm/dd/yyyy)

   Address of Beneficiary: _____

   _____

   Telephone Number of Beneficiary: (____) ____-_____(Home) (____)____-____ (Mobile)

   Email Address: _____

   County of Residence: _____ Place of Birth: _____

   Gender: _____ Citizenship: _____

   Marital Status: _____ Spouse's name if married: _____
   (First/Last Name)

3. **Beneficiary's Qualifying Disability(ies):** _____

_____

_____

_____

_____

4. **Funding Information: (indicate all that are applicable):**

Upon acceptance of Joinder Agreement by Trustee or Designee, the trust is available for funding from any third party source (electronic deposit or check payment). Checks should be made payable to ***NYSARC, Inc. Third Party Community Trust fbo [Beneficiary's Name].***

Please update your beneficiary designations to name the Beneficiary's sub-account with ***NYSARC, Inc. Third Party Community Trust***. Specific language can be found on our website under in the *Documents* section.

a) Source of Funding: *(Select all that apply)*

☐ Lump Sum contribution by Donor(s) or others

☐ Last Will and Testament of the Donor(s)

☐ Transfer from an existing Trust – **Please provide a copy of trust.**

☐ By Beneficiary Designation – **Please provide a copy of the applicable beneficiary designation form(s).**

☐ Other (please explain) _____

b) Initial Deposit Amount (estimate if not certain): _____

5. **Court Order:**

Is the Trust being established as the result of a Court Order? Yes ☐ No ☐

If yes, please include a copy of the Court Order.

6. Beneficiary's Income:

Indicate what sources of income the Beneficiary receives:

Social Security (Indicate Benefit Type)*:

Supplemental Security Income (SSI)? Yes ☐ No ☐

Social Security Disability Income (SSDI)? Yes ☐ No ☐

Social Security Retirement Income (SSA)? Yes ☐ No ☐

Social Security Survivor/Dependent Benefits? Yes ☐ No ☐

****Provide *copy of Social Security Award letter, indicating your claim number.***

Other income? Yes ☐ No ☐ ***If yes, please provide source, amount and frequency.***

_____

_____

7. Benefits:

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

If yes, list Medicaid Case #: _____

Please list additional monthly benefits that the Beneficiary receives, such as Food Stamps, HUD Section 8, etc. and monthly amount(s):_____

_____

8. Living Arrangements: (indicate the Beneficiary's living arrangement):

Independently	☐	CR/IRA/ICF (supervised OPWDD)	☐
With Spouse	☐	CR/IRA (supportive OPWDD)	☐
With Family/Parents	☐	Family Care Program	☐
Assisted Living Facility	☐	Nursing Home	☐
Transitional housing (OMH)	☐	Permanent Supported Housing (OMH)	☐
Inpatient	☐	Other (explain)_____	☐

If in an OPWDD residential program, does the Beneficiary receive community funds (clothing allowance)?

Yes ☐ No ☐ If yes, how much and how often received? _____

9. Beneficiary Services:

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

Service	Name of Provider
_____	_____
_____	_____
_____	_____

Representative Payee, please list their name and contact information. Note: By listing a rep payee, you authorize NYSARC to communicate with this individual regarding your trust account:

Name: _____ N/A ☐

Agency: _____

Address: _____

Telephone No.: (____) _____-_____

10. Guardianship:

Is there a court appointed Guardian for the Beneficiary? Yes ☐ No ☐

If yes, attach copy of Decree and Letters of Guardianship (Art. 17A) OR Guardianship Order and Commission (Art. 81) and complete the following:

Guardian of the: ☐Person ☐Property ☐Both

Please list name(s) and address(es) of Guardian(s):

_____

Are Standby and/or Alternate Standby Guardian(s) appointed? Yes ☐ No ☐

If yes, for the: ☐Person ☐Property ☐Both

Please list name(s) and address(es) of Standby and/or Alternate Standby Guardian(s):

_____

11. Beneficiary Liaison:

The Donor may designate a Beneficiary Liaison who may serve as the contact person to NYSARC Trust Services for all administrative purposes. The purpose of the Beneficiary Liaison is to serve in an advisory capacity to the Trustee by identifying the needs of the Beneficiary that can be met by the funds held in the Trust and regularly communicating these needs to NYSARC. This person receives the Welcome Packet, monthly bank statements, and tax documents.

Name: _____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____ Relationship: _____

12. Authorized Contacts:

Please list Court appointed Guardians, family members, service providers, friends, or other representatives. Authorized contacts can obtain information about the trust account from customer service, the automated phone system, and the Online Portal, including but not limited to account balances, transaction details, and legal documents for reporting purposes.

You must list at least one authorized contact who can submit requests.

Name: _____

Agency: _____ Receive Monthly Statements ☐ Submit Requests for Disbursements ☐

Address: _____

Telephone No.: (____) ____-_____

Email Address: _____

Relationship: _____

Allow Online Portal Access? Yes ☐ No ☐

Name: _____

Agency: _____ Receive Monthly Statements ☐ Submit Requests for Disbursements ☐

Address: _____

Telephone No.: (____) ____-_____

Email Address: _____

Relationship: _____

Allow Online Portal Access? Yes ☐ No ☐

Name: _____

Agency: _____

Address: _____

Receive Monthly Statements	Submit Requests for Disbursements
☐	☐

Telephone No.: (____) ____-_____

Email Address: _____

Relationship: _____

Allow Online Portal Access? Yes ☐ No ☐

13. Monthly Statements:

Should the Beneficiary receive a copy of the monthly statement? Yes ☐ No ☐

Should the Donor receive a copy of the monthly statement? Yes ☐ No ☐

14. Professional Representative: (Attorney, Case Manager, etc.)

Please list the professional representative who referred you to NYSARC Trust Services.

Name: _____ Phone: (_____) _____-_____

Agency/Firm, etc.: _____

Address: _____

Email Address: _____

Please note: Professional representatives will not be able to make changes to your account or submit Disbursement Requests. If you would like them to act in this manner, please make sure to list them above as an authorized contact.

15. Supplemental Donor Information:

As the Donor of this Trust, what are your hopes and intentions for how the Trust funds would be used?

_____

_____

_____

16. Supplemental Beneficiary Information:

In this section, please tell us about the Beneficiary, including their interests and hobbies. Please provide any additional information that may assist our office with the administration of the Trust. (Attach additional documentation as needed)

Immediate Needs:

_____

_____

_____

Future Needs:

_____

_____

_____

17. Funeral Provisions:

a) Does the Beneficiary have funeral provisions in place? Yes ☐ No ☐

If yes, please provide details (e.g. funeral home, plot location, etc.)

_____

b) Do you intend to use trust funds to pay for funeral expenses? Yes ☐ No ☐

Please explain your intent.

_____

Information and Disclosures:

Death of Beneficiary:

Upon the death of the Beneficiary, any funds remaining in the Beneficiary's sub-trust account shall be paid to the residual beneficiaries per this Joinder Agreement, only after the final payment of any reasonable funeral expenses, all Trustee fees and administrative expenses including but not limited to a Judicial Settlement of the account if necessary. If you wish to designate NYSARC, Inc. as a residual or contingent beneficiary, you may do so below.

If a residual beneficiary is deceased, their portion will be paid to the contingent beneficiary as listed in this Joinder Agreement. If a contingent beneficiary is deceased, their portion, if any, will be divided and paid to the surviving residual beneficiary(ies) in equal shares. If all parties are deceased, NYSARC, Inc. Third Party Community Trust will retain the funds.

I instruct, the Trustee to disburse the remaining amount to the following named residual Beneficiaries as follows *(percentages must equal 100%):*

Percentage or Dollar Amount Name and Relationship

1. _____% to _____
2. _____% to _____
3. _____% to _____
4. _____% to _____

_____% to NYSARC, Inc. (optional)

_____% to [Designated Chapter of The Arc New York] (optional)

_____% Percentage must equal 100%

IMPORTANT: You are NOT required to contribute any amount of the remaining account balance to NYSARC, Inc. If you choose to do so, your contribution will greatly assist NYSARC, Inc.'s ability to provide care, daily support, residential services, advocacy, and supplemental needs to people with disabilities served by Chapters of the Arc New York.

1. **Residual Beneficiary**

   Name: _____

   Organization:_____

   TIN/EIN/SSN: _____-_____-_____

   Address: _____

   Telephone No.: (____) _____-_____

   Email Address: _____

Contingent beneficiary to Residual Beneficiary listed above:

Name: _____

Organization: _____

TIN/EIN/SSN: _____-_____-_____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____

2. **Residual Beneficiary**

Name: _____

Organization: _____

TIN/EIN/SSN: _____-_____-_____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____

Contingent beneficiary to Residual Beneficiary listed above:

Name: _____

Organization: _____

TIN/EIN/SSN: _____-_____-_____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____

3. **Residual Beneficiary**

Name: _____

Organization: _____

TIN/EIN/SSN: _____-_____-_____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____

Contingent beneficiary to Residual Beneficiary listed above:

Name: _____

Organization: _____

TIN/EIN/SSN: _____-_____-_____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____

4. **Residual Beneficiary**

Name: _____

Organization: _____

TIN/EIN/SSN: _____-_____-_____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____

Contingent beneficiary to Residual Beneficiary listed above:

Name: _____

Organization: _____

TIN/EIN/SSN: _____-_____-_____

Address: _____

Telephone No.: (____) _____-_____

Email Address: _____

Please note: The Donor may update their Residual Beneficiary designation annually if requested unless there is a life-changing event that qualifies for an immediate change. Upon the passing of the Donor, no changes to the residual or contingent Beneficiary designation is permitted.

In the event that the Donor fails to name any Residual Beneficiary, or no named Residual Beneficiary survives the Beneficiary, any amounts remaining in the sub-trust account will be retained by NYSARC, Inc. Third Party Community Trust. The Trustee shall use due diligence to locate all Remaindermen designated in the Joinder Agreement or approved subsequent written notice. If a Remainderman still cannot be located after twelve months, he or she shall be treated as if he or she predeceased the Beneficiary.

Contributions/Deposits:

a. All contributions made to the sub-trust account will be held and administered pursuant to the provisions of the **NYSARC, Inc. Third Party Community Trust** and as amended which 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 the sub-trust account has a zero ($0) account balance for sixty (60) or more consecutive days, the Trustee shall retain the right to close the 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 the Donor(s) wishes to re-open a sub-trust account, the Donor(s) may be required to pay any outstanding administrative fees stemming from the prior sub-trust account. Additionally, the Donor(s) shall be required to pay a new enrollment fee when re-opening a sub-trust account.

Disbursements:

a. All disbursement requests shall be reviewed and approved on an individual basis.

b. Disbursements for expenses incurred more than 90 days prior to 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 Trustee.

Taxes:

a. The Donor(s) acknowledges that contributions to the **NYSARC, Inc. Third Party Community Trust** are not tax deductible as charitable gifts, or otherwise.
b. Sub-trust account income may be taxable to the Beneficiary.

Situs:

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

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.

By signing below, you affirm that you understand and agree to the following:

I have received and read a copy of the NYSARC, Inc. Third Party Community Trust Master Trust prior to the signing of this *Joinder Agreement* and acknowledge that I understand the contents thereof. I also understand that said document may be amended from time to time. I have been provided with the applicable fee schedule and the Information & Procedures narrative and acknowledge that I understand the contents thereof. I also understand there may be changes from time to time.

I, Donor(s) am entering into this Joinder Agreement voluntarily and acting on my own free accord.

The Donor(s) acknowledge(s) that the Beneficiary is disabled as defined in EPTL 7-1.12

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

The Trustees in their discretion may remove the named Beneficiary Liaison. NYSARC, Inc. retains the right to hire a professional advocate and pay that advocate from trust assets without reducing trustee fees if necessary.

The Beneficiary Liaison must notify NYSARC, Inc. immediately upon the death of the Beneficiary and will be required to provide our office 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. The NYSARC, Inc. Third Party Community Trust is a trust authorized to be used for individuals with disabilities pursuant to NY EPTL 7-1.12. 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 representative to determine the impact of that a transfer of property to the NYSARC, Inc. Third Party Community Trust will have on the Beneficiary'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. Third Party Community Trust.

_____ _____

Signature of Donor Date

State of New York)
County of _____) ss.

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared, _____

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

_____

Notary Public

If applicable, this document was translated by:

_____ _____

Print Name Sign