



NYSARC, INC. THIRD PARTY COMMUNITY TRUST

JOINDER AGREEMENT

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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 Donor: (____)____ - _____(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 | <input type="checkbox"/> | CR/IRA/ICF (supervised OPWDD) | <input type="checkbox"/> |
| With Spouse | <input type="checkbox"/> | CR/IRA (supportive OPWDD) | <input type="checkbox"/> |
| With Family/Parents | <input type="checkbox"/> | Family Care Program | <input type="checkbox"/> |
| Assisted Living Facility | <input type="checkbox"/> | Nursing Home | <input type="checkbox"/> |
| Transitional housing (OMH) | <input type="checkbox"/> | Permanent Supported Housing (OMH) | <input type="checkbox"/> |
| Inpatient | <input type="checkbox"/> | Other (explain)_____ | <input type="checkbox"/> |

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.):

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

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: _____

Address: _____

Telephone No.: (____) ____ - _____

Email Address: _____

Relationship: _____

Allow Online Portal Access? Yes No

Receive	Submit
Monthly	Requests for
Statements	Disbursements
<input type="checkbox"/>	<input type="checkbox"/>

Name: _____

Agency: _____

Address: _____

Telephone No.: (____) ____ - _____

Receive	Submit
Monthly	Requests for
Statements	Disbursements
<input type="checkbox"/>	<input type="checkbox"/>

Email Address: _____

Relationship: _____

Allow Online Portal Access? Yes No

Name: _____

Agency: _____

Address: _____

Telephone No.: (____) ____-_____

Email Address: _____

Relationship: _____

Allow Online Portal Access? Yes No

Receive
Monthly
Statements

Submit
Requests for
Disbursements

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%*):

<u>Percentage or Dollar Amount</u>	<u>Name and Relationship</u>
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.

