

**BALANCEDCARE COMMUNITY SERVICES  
COMMUNITY SUPPLEMENTAL NEEDS 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 U.S.C. § 1396. YOU ARE ENCOURAGED TO SEEK INDEPENDENT, PROFESSIONAL ADVICE BEFORE SIGNING THIS AGREEMENT. ADDITIONALLY, BALANCEDCARE COMMUNITY SERVICES MAY NOT ACCEPT THIS JOINDER AGREEMENT UNLESS YOU HAVE A LEGAL REPRESENTATIVE.**

The undersigned hereby adopts and enrolls in and establishes a Trust Account under the **BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST**, dated September 23rd, 2019, this Trust being incorporated herein by reference. **THIS TRUST IS IRREVOCABLE.** Neither the Donor nor the Designated Beneficiary shall be permitted to revoke this Joinder Agreement or withdraw funds contributed to the Trust.

1. Name of Donor (Generally same as Designated Beneficiary): \_\_\_\_\_

Social Security Number of Donor: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address of Donor: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Donor (day): \_\_\_\_\_ (email): \_\_\_\_\_

2. Name of Designated Beneficiary (In-Kind Beneficiary): \_\_\_\_\_

Designated Beneficiary's Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address of Designated Beneficiary: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Designated Beneficiary (day): \_\_\_\_\_ (email): \_\_\_\_\_

3. The Designated Beneficiary shall be responsible for all fees. Fees shall be paid in accordance with the fee schedule, published by the **BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST**, as it may be amended from time to time.
4. Upon the death of the Beneficiary, all funds that are remaining in the Beneficiary's separate Sub-Trust account may be retained by the **BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST** to further the purposes of 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 Sub-Trust Account, to be used in furtherance of the purpose of the Trust, the Trust shall pay to the States that have provided medical assistance to the Beneficiary from such deceased Beneficiary's account any remaining amounts for the total medical assistance provided to the Beneficiary until the Beneficiary's death, as consistent with Federal and State law, by reimbursing the States in proportion to the amounts of medical assistance each provided to the Beneficiary.

Funeral expenses shall not be paid out of the Trust upon or after the death of the Beneficiary.

5. Contributions/Deposits:

- a. All contributions made to the Trust Account will be held and administered pursuant to the provisions of the **BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST** dated September 23rd, 2019. The provisions of the **BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST** are incorporated herein by reference.
- b. The Trustee shall have the sole and absolute right to accept or refuse additional deposits to the Trust Account.
- c. In the event that a Beneficiary has a zero (\$0) 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 reopen 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 may, in the Trustee's sole and absolute discretion, be required to pay a new enrollment fee when reopening a Sub-Trust account.

6. Disbursements:

- a. All disbursement requests shall be reviewed and approved by the Trustee on an individual basis.

- b. Disbursements for expenses incurred prior to ninety (90) days of a submission of a disbursement request form shall not be paid.
- c. All disbursements shall be made at the sole and absolute discretion of the Trustee.

7. Disability Determination:

In the event that a disability determination is required for Medicaid purposes, please note that administrative fees shall be incurred until a determination of disability is 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 **BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST** 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 the **BALANCEDCARE COMMUNITY SERVICES**.

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 the **BALANCEDCARE COMMUNITY SERVICES** or with any Beneficiary.

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 the **BALANCEDCARE COMMUNITY SERVICES** 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 Monroe, 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 **BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST** Master Trust prior to the signing of this *Joinder Agreement*. I acknowledge that I understand the contents of all of the Trust documents. I also understand that said Trust documents may be amended from time to time.

By signing below, the Donor acknowledges that the Beneficiary is disabled as defined in § 1614(a)(3) of the Social Security Act [42 U.S.C. § 1382c(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 and understand that the BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST 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, BALANCEDCARE COMMUNITY SERVICES 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, and to determine the impact that a transfer of property to the BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST will have on the Beneficiary's continuing eligibility for government benefit programs. By your signature below, you agree and understand that BALANCEDCARE COMMUNITY SERVICES 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 BALANCEDCARE COMMUNITY SERVICES COMMUNITY SUPPLEMENTAL NEEDS TRUST.

\_\_\_\_\_  
SIGNATURE OF DONOR/GUARDIAN      RELATIONSHIP TO BENEFICIARY      DATE

STATE OF NEW YORK      )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, 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 the 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 the instrument.

\_\_\_\_\_  
Notary Public

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*FOR OFFICE USE ONLY*

\_\_\_\_\_  
BALANCEDCARE COMMUNITY SERVICES      DATE  
as Trustee

Date Received: \_\_\_\_\_  
Date Accepted: \_\_\_\_\_  
Initial Funding: \_\_\_\_\_