



JOINDER AGREEMENT

3011 AVENUE K
BROOKLYN, NY 11210
718.475.5000
members@ktstrust.org

KTS POOLED INCOME TRUST

SUPPLEMENTAL NEEDS TRUST

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.

The undersigned hereby adopts, enrolls in and establishes a sub-trust account under the **KEEP THEM SAFE POOLED TRUST I**, dated, July 17th, 2013, and as amended hereafter ("KTS POOLED TRUST I") or the ("Trust").

1 | Beneficiary Information

Name

First

Middle

Last

Marital Status *Married* *Widowed* *Single*

Gender _____

_____-_____-_____
Social Security Number

____/____/_____
Date of Birth

Citizenship

Contact Information

Home Phone

Cell Phone

Preferred Phone *Cell* *Home*

Email

Address

Address

Apt#

City

State

Zip

Please list qualified disabilities

2 | Authorized Representative(s)

Who will be your primary contact? Beneficiary Auth. Rep. 1 Auth. Rep. 2

Authorized Representative #1

First

Last

Contact Information

Home Phone

Cell Phone

Preferred Phone Cell Home

Email

Relationship to Beneficiary

Address

Address

Apt#

City

State

Zip

Authorized Representative #2

First

Last

Contact Information

Home Phone

Cell Phone

Preferred Phone Cell Home

Email

Relationship to Beneficiary

Address

Address

Apt#

City

State

Zip

3 | Medicaid Information

	Applicant	Spouse
Medicaid Status	<input type="checkbox"/> Pending <input type="checkbox"/> Accepted	<input type="checkbox"/> Pending <input type="checkbox"/> Accepted
Medicaid Number		
Monthly Surplus	\$	\$
	<i>Single Applicant Surplus</i>	<i>Combined Surplus</i>

If the Spouse applied with the trust beneficiary, please attach a copy of the joint budget letter or application.

Name of Spouse

First

Last

What is the name of the MLTC or home care agency providing services, if any?

4 | Household Income

Please indicate income by monthly amount.

INCOME SOURCE	PRIMARY APPLICANT	SPOUSE
Supplemental Security Income (SSI)	\$	\$
Social Security Disability Income (SSDI)	\$	\$
Social Security Retirement Income (SSA)	\$	\$
VA Benefits	\$	\$
Employments Benefits	\$	\$
IRA Distribution	\$	\$
401k, 403b, etc. Distribution	\$	\$
Pensions / Annuities	\$	\$
Interest / Dividends	\$	\$
Other: _____	\$	\$
Other: _____	\$	\$
Other: _____	\$	\$

5 | Power of Attorney (POA) Information

Please attach a copy of the Power of Attorney with this Joinder Agreement.

Does the Beneficiary have a designated Power of Attorney (POA)? Yes No

If you answered yes, continue to fill out below:

Designated Power of Attorney Information

First

Last

Primary Phone

Email

Is this person the sole POA? Yes No

If no, are the agents authorized to act separately? Yes No

6 | Guardian Information

Please attach a copy of the guardianship order with this Joinder Agreement.

Does the Beneficiary have a court appointed Guardian? Yes No

If you answered yes, continue to fill out below:

Guardian of the: Person Property Both

Court Appointed Guardian Information

First

Last

Primary Phone

Email

7 | Funeral Information

Does the Beneficiary have any funeral provisions in place? Yes No

If you answered yes, please attach funeral provision documents.

8 | Life Insurance Premium Information

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

If you answered yes, please attach life insurance documents.

9 | Health Insurance Premium Information

Medicare Part B D Does the applicant have a supplemental policy? Yes No

If yes, what is the monthly premium? \$ _____ Plan Name? _____

10 | Referring Source

Name of Agency or Firm: _____

Contact Information

First

Last

Address

Apt#

City

State

Zip

Phone

Email

11 | Terms of Pooled Trust Agreement

1. Fee Information

Fees shall be paid in accordance with the published fee schedule and shall be incurred until the account is terminated and the funds are completely disbursed.

2. 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 **KTS POOLED TRUST I** to benefit persons with disabilities.
- 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.**
- D. The Beneficiary's Authorized Representative shall notify **KTS POOLED TRUST I** upon the Beneficiary's death and send a certified copy of the Beneficiary's death certificate.

9. BY SIGNING BELOW, YOU EXPRESSLY CONFIRM THAT YOU HAVE REVIEWED THE ABOVE TERMS AND AGREE TO THE FOLLOWING REPRESENTATIONS:

- A. Trust Documents: I have received and reviewed a copy of the **KTS POOLED TRUST I** Declaration of Master Trust, prior to the signing of this *Joinder Agreement*. I have also read the Information and Procedures 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.
- B. Conflict of Interest: I am aware of the potential conflicts of interest that exist in the Trustee's administration of the Trust and I expressly waive any and all claims against the Trustees, the Trust and KEEP THEM SAFE FOUNDATION INC., or any affiliated entity for any act of self-dealing or conflict of interest resulting from the administration of the **KTS POOLED TRUST I**.
- C. Taxes: I acknowledge that contributions to the **KTS POOLED TRUST I** are not tax deductible as charitable gifts, or otherwise.
- D. Disability: I confirm that the Beneficiary is disabled as defined in Social Security Law Section 1614 (a) (3) [42 USC 13822(c) (a) (3)].
- E. Additional Representations: I am also expressly aware of the following:

3. Contributions/Deposits

- A. All contributions made to the Trust Account will be held and administered pursuant to the provisions of the **KTS POOLED TRUST I**. The provisions of the **KTS POOLED TRUST I** are incorporated herein by reference. The Beneficiary confirms that he or she has knowledge of the **KTS POOLED TRUST I** and assents to its terms.
- B. The Trustees shall have the sole and absolute right to accept or refuse additional deposits to the Sub-trust account.
- C. Please be advised that the Trustee may continue to charge administrative fees for the management of the sub-trust account prior until 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.

4. 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. All disbursements shall be made at the sole and absolute discretion of the Trustees.
- D. All disbursements must be for the sole benefit of the Beneficiary.

5. Amendments

Provisions of this Joinder Agreement may be amended by both of the parties hereto **in writing, so long as any such amendment is consistent with the KTS POOLED TRUST I**.

6. Disclosure of Potential Conflict of Interest

There may be a potential conflict of interest in the administration of the Trust since the Trust retains any funds remaining in the sub-trust account at the time of death of the Beneficiary. Furthermore, Trust funds may be used to pay for ancillary and/or supplemental services for Beneficiaries and potential Beneficiaries for which services may be rendered by KEEP THEM SAFE FOUNDATION INC., the entity which established and appoints the Trustees of the Trust.

7. Applicable Law

The validity, construction, and all rights under this Agreement shall be governed by the laws of the State of New York.

8. 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.

The **KTS POOLED TRUST I** is a trust authorized to be used by individuals with disabilities pursuant to federal and state law. By agreeing to accept property pursuant to this Joinder Agreement, **KTS POOLED TRUST I**, 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 Beneficiary and/or the Beneficiary's representative to determine whether the Beneficiary is "disabled" as that term is defined under federal law, to determine whether the transferor has the legal authority to transfer property to fund the trust, and the impact that a transfer of property to the **KTS POOLED TRUST I** will have on the Beneficiary's continuing eligibility for government benefit programs.

KTS POOLED TRUST I is not assuming any responsibility as counsel for the Beneficiary or the Beneficiary's representative or for providing any legal advice as it relates to the consequences of a transfer of property to the **KTS POOLED TRUST I**. **KTS POOLED TRUST I also assumes no responsibility for the eligibility of the Beneficiary to any public benefit program.** **KTS POOLED TRUST I** is also not responsible for the actions or non-actions of an Authorized Representative selected in paragraph 7 of this agreement or any other appointed representative of the Beneficiary.

The Trustees in their discretion may require an intermediary to assist in the administration of the Beneficiary's sub-trust account, the cost of which would be charged to that Beneficiary's sub-trust account.

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.

This Joinder Agreement and the participation of the Beneficiary in the KTS POOLED TRUST I is an important legal decision that will have significant and lasting consequences for the Beneficiary and as a result you may want to consider obtaining advice from an attorney or another trusted professional adviser before entering into this Agreement.

I acknowledge that I have had a full and complete opportunity to confer with an attorney or other adviser and that no employee of KTS POOLED TRUST I has provided me (or the Beneficiary, if different from the person signing this Agreement) with any legal advice in connection with this Joinder Agreement, the participation by the Beneficiary in the KTS POOLED TRUST I or the suitability of such participation by the Beneficiary in the KTS POOLED TRUST I based upon the particular circumstances of the Beneficiary.

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

