

BENEFICIARY PROFILE SHEET & JOINDER AGREEMENT

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UCS Trust Services
P.O. BOX 190391 Brooklyn, NY 11219-0391
www.ucstrustservices.org
718.854.9300

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 UNITED COMMUNITY SERVICES DISABILITY POOLED TRUST (the “UCS Disability Pooled Trust”) dated, June 19, 2009 and as restated, this Trust and its definitions being incorporated herein by reference. **THIS TRUST IS IRREVOCABLE**

THE TRUST

United Community Services Disability Pooled Trust is a supplemental needs trust established by United Community Services of Greater New York Inc., a non-profit charitable organization pursuant to federal and state law. The purpose of this Trust is to allow disabled individuals to transfer their monthly excess income (determined by Medicaid) to the Trust so as to become or remain fully eligible to receive governmental benefits.

The Trust is administered by United Community Services of Greater New York, Inc. and control of the Trust is in the hands of the Trustees appointed by that agency.

JOINING THE TRUST

Beneficiary must be disabled as defined by law. This typically includes age-related infirmities.

The Trust Account must be established by the Beneficiary. A court appointed guardian or Power of Attorney are viable options too.

The Trust account must be established solely for the benefit of the Beneficiary.

Eligibility:

The trust is open to all Individuals who reside in New York State and who are disabled as defined in Social Security Law §1614 (a)(3) [42 U.S.C. §1382c (a) (3)]. It is open to all disabled individuals no matter their religion, race, creed, color, ethnicity or sexual orientation.

Determination of Eligibility:

The Trust will not make a determination whether a disabled person is disabled as defined by law. The acceptance of a Joinder Agreement does not mean that an applicant has met all the eligibility requirements for a supplemental needs trust. It is the responsibility of the disabled beneficiary or his/her guardian to submit any

required documents to Medicaid or any other applicable governmental agency to obtain approval.

The Donor acknowledges that the Beneficiary is disabled as defined in Social Security Law Section 1614 (a) (3) Under penalty of perjury, all statements made in this document are true and accurate to the best of my knowledge.

UCS Disability Pooled 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, UCS Disability Pooled Trust 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 UCS Disability Pooled Trust will have on the Donor's continuing eligibility for government benefit programs.

Suitability:

The beneficiary and/or his/her guardian are solely responsible for determining whether this trust meets the needs of the individual. The trust is not privy to an individual's financial circumstances and cannot determine if the trust represents the optimal solution for a particular person. Expenses associated with the Trust may make it financially impractical. Prospective beneficiaries should consult with their attorneys, accountants, or other advisors before depositing funds in the trust.

UCS Disability Pooled Trust or The United Community Services of Boro Park 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 UCS Disability Pooled Trust.

The Trustees in their discretion may require an intermediary to assist in the administration of the Beneficiary's sub-trust account.

Acceptance

The sub-trust account is established with submission of a completed Joinder Agreement, together with any other required information, and a check or money order of \$300.00 (enrollment fee) made payable to UCS Trust Services, These should be mailed to :UCS Trust Services, PO Box 190391, Brooklyn, NY 11219-0391. Or emailed to: trustdept@ucstrustservices.org

An application may take five (5) business days to be processed. The Trust will contact you if any further information is required or if the application is incomplete. The beneficiary or his/her authorized representative will be notified once the application has been accepted. In addition, the necessary forms and other information regarding the management of the sub-trust account will be provided.

For Asset Trust (TRUST A) a minimum deposit to open or establish a Trust account is \$1000.00.

MANAGING YOUR ACCOUNT

Monthly Account Balance:

No minimum monthly balance is required to keep an account active. However, when a zero (\$0) balance is maintained for sixty (60) or more consecutive days, the Trustees shall retain the right to close the Beneficiary's sub-trust account. Additionally, the Beneficiary shall be required to pay a new enrollment fee when re-opening a sub-trust account.

Reporting to Government Agencies:

It is the responsibility of the individual beneficiary or his representative to report account activity to the applicable governmental agency. However, upon the request of the appropriate party, the Trust will provide additional information needed for any reporting requirement.

Verification of Deposits:

Verification of deposit can be accessed from the beneficiary's account online or will be provided upon request.

Fees. Surplus Deposits. Disbursement:

See details in following sections.

FEES

Fees are charged according to the current fee schedule. Fees are subject to change.

Fees may be deducted from your surplus deposit. There is no need to add additional funds to cover the fees.

Trust fees are deducted before requested disbursements; therefore, the amount available for use each month will be the current months deposit less the monthly administrative fee.

Enrollment fee

An initial enrollment fee of \$300.00 (non-refundable) is charged to establish an account.

Administrative fee

TRUST A Asset Trust	TRUST B Monthly excess income
<p>Yearly Fee An annual fee of 2.5% of the principal amount will be charged. This fee is due upon receipt of funds and at time of the account anniversary. There will be no further fees applied for amounts exceeding \$30,000.00.</p>	<p>Monthly fee A monthly administrative fee will be charged to each sub-trust account. Currently, this fee is 12.5% of the required monthly deposit. The minimum fee is \$35.00 monthly and cannot exceed \$250.00 monthly, regardless of the surplus deposit amount.</p>

Annual Fee

An annual fee of \$150.00 will be applied annually. This fee will be deducted at the anniversary of the establishment of the account. (Although, UCS incurs both direct and indirect costs associated with the preparation of the annual tax return filed by the Trust, no additional fees will be charged.)

Other Fees:

- Same-day processing \$25.00
- Stop Payment \$25.00
- Check returned for Insufficient Funds (ISF) \$25.00
- Copy of Canceled check \$10.00
- Electronic Funds Transfer convenience fee (EFT) \$1.00

In the event that a disability determination is required for Medicaid purposes, please be advised that administrative fees shall be incurred while the determination of disability is being made.

SURPLUS DEPOSIT

All contributions made to the Trust Account will be held and administered pursuant to the provisions of the UCS Disability Pooled Trust dated June 19, 2009 and as restated. The provisions of the UCS Disability Pooled Trust are incorporated herein by reference.

The Trustees shall have the sole and absolute right to accept or refuse additional deposits to the Sub-Trust Account.

Surplus Deposit must be from Beneficiary's account.

Beneficiary is required to remit his/her monthly surplus amount to the Trust anytime within the current month.

Deposits may be remitted via Mail, direct banking, online or debited automatically from the Beneficiary's bank account monthly

Change in Surplus Amount:

It is the responsibility of the individual beneficiary or his/her representative to notify UCS Trust Services of any increase or decrease in the Medicaid Surplus amount.

A copy of the most recent Medicaid Notice of decision should be submitted to UCS Trust Services.

DISBURSEMENTS

General Guidelines

- Disbursement requests may be submitted on a monthly basis via Mail, Online or disbursed automatically every month.
- All disbursements requests must be for the sole benefit of the account Beneficiary (Spouse is not a Beneficiary of sub-trust account).
- All disbursement requests will be reviewed and approved on an individual basis.
- The Trust reserves the right to request any additional documents as and when required.
- Approved requests may take up to five (5) business days to be processed. The Trust will not be liable for any late fees incurred.
- Lack of documentation or lack of available funds will likely result in considerable delay in execution of a request. The Trust will not be liable for any late fees incurred
- Only payments to legitimate established businesses will be considered.

- Disbursements for expenses incurred prior to 90 days of a submission of a disbursement request form shall not be paid.
- Approval is at the sole discretion of the Trustees.

Submission Guidelines

- Appropriate proof of expense, such as a bill, invoice, etc. must accompany each request.
- The bill / invoice and other supporting documentation must be fully legible.
- The bill / invoice or other proper substantiation must be current.
- A copy of or the original bill / invoice, in its entirety, must be submitted.
- The request must be signed or submitted by the Beneficiary or authorized Representative.
- The appropriate form must be completed for each request submitted via mail or fax.
- Incomplete, illegible or unsigned requests will not be processed.

Credit card Request Submission Guidelines

- Credit card must be in Beneficiary's name.
- Amount of disbursement will be limited to eligible listed charges accompanied by required documentation.
- Amount of disbursement will be limited to itemized charges listed on the statement submitted. For payments of amounts exceeding "new charges" past statements (within 90 days) along with supporting documentation must be furnished.
- Failure to comply with requirements may result in reduced disbursement or nonpayment of credit card bill.
- Cash advances taken on credit cards and related fees are not eligible expenses.

Reimbursement Request Submission Guidelines

- Reimbursement for expenses incurred on behalf of the Beneficiary should be submitted together as a single request once a month.
- Reimbursements can only be made to third parties (Check cannot be payable to Beneficiary or spouse of beneficiary).
- Purchases made from the Beneficiary's account or a joint checking account held with Beneficiary are not eligible for reimbursement.

- Amount of disbursement will be limited to eligible charges accompanied by required documentation. Failure to comply with requirements may result in denial of, or reduced reimbursement amount.
- Reimbursement post death is limited to parties with a clear history and pattern of reimbursement.

Disbursement Limitations

The Trustees, in their discretion, have determined that disbursements for the following items, but not limited to the following items, shall not be paid:

- X Requests that may adversely affect government benefits.
- X Rent agreements between spouses.
- X Tobacco and alcohol.
- X Bail, restitution, and related legal fees.
- X Firearms.
- X Medicaid surplus premium invoices.
- X Parties
- X Gifts
- X Charitable donations
- X Medical premiums included in Medicaid budget as a deduction.
- X Medicaid eligible expenses incurred after the trust was established.
- X Payments to financial institutions for debit card charges, overdraft fees/expenses, and lines of credit.
- X The Trust may not pay funeral costs after the client's death.

Funeral expenses will only be paid prior to the beneficiary's death, pursuant to an approved Medicaid eligible, irrevocable, pre-need funeral agreement.

CHANGE IN STATUS EVENTS:

It is the responsibility of the individual beneficiary or his/her representative to notify UCS Trust Services about any Status Event Changes of the Beneficiary (i.e.; marriage, death of spouse, divorce, legal separation, and annulment).

It is the responsibility of the individual beneficiary or his/her representative to notify UCS Trust Services of any changes in Beneficiary's or Authorized Representative's place of residence or contact information.

CHANGE IN STATUS OF BENEFICIARY

Beneficiary entering a Nursing Home:

If the beneficiary enters a nursing home, The Trust should be notified immediately by a written statement.

Upon receipt of the written statement, the full balance, less unpaid fees, will be made available for use. There will be no change to the procedures regarding disbursements. The minimum monthly administrative fee will be charged until the account is fully expended.

Beneficiary no longer has a surplus income:

If the beneficiary no longer has a spend-down/surplus income, the Trust should be notified immediately. A written statement certifying that the beneficiary no longer has a spend-down/surplus income must be submitted to the Trust.

A copy of the Medicaid determination indicating there is no spend-down/surplus income may be required.

Upon receipt of the written statement and/or Medicaid determination letter, the full balance, less unpaid fees, will be made available for use. There will be no change to the procedures regarding disbursements. The minimum monthly administrative fee will be charged until the account is fully expended.

Termination of trust account upon beneficiary's death:

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/or United Community services of Boro Park a New York not-for-profit corporation, and all funds that are remaining in the Beneficiary's separate sub-trust account shall be retained by the UCS Disability Pooled Trust to further the purposes of the Trust.

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 not be paid after the beneficiary's death.

D] The party authorized to speak with us on your behalf or the intermediary must notify UCS Disability Pooled Trust immediately upon your death and will be required to provide us with a certified death certificate.

MISCELLANEOUS

A. 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. **B. Taxes:** (i) The Donor acknowledges that contributions to the UCS Disability Pooled Trust are not tax deductible as charitable gifts, or otherwise. (ii) 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. **C. Policies:** Additional policies, schedules and guidelines of the UCS Disability Pooled Trust are on file with the Trustees and are available upon request.

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 UCS Disability Pooled Trust. 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 UCS Disability Pooled Trust or the United Community Services of Boro Park or with any Beneficiary or constituent agencies and/or Chapters.

SITUS

The sub-trust account created by this Agreement has been accepted by the Trustee 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 Kings, State of New York, the County where the majority of meetings concerning establishment of the Trust have 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 the Joinder Agreement you agree to the following:

You have received and reviewed or are aware that you can request a copy of the Declaration of Trust (The Master Trust) prior to the signing of this Joinder Agreement.

You have read the Information and Procedures and acknowledge that you understand the contents of all of the trust documents. You also understand that said documents may be amended from time to time.

The Donor acknowledges that the Beneficiary is disabled as defined in Social Security Law Section 1614 (a) (3) Under penalty of perjury, all statements made in this document are true and accurate to the best of my knowledge.

UCS Disability Pooled 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, UCS Disability Pooled Trust 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 UCS Disability Pooled Trust will have on the Donor's continuing eligibility for government benefit programs.

UCS Disability Pooled Trust or The United Community Services of Boro Park 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 UCS Disability Pooled Trust. The Trustees in their discretion may require an intermediary to assist in the administration of the Beneficiary's sub-trust account.

The party authorized to speak with us on your behalf or the intermediary must notify UCS Disability Pooled Trust immediately upon your death and will be required to provide us 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.

A Donor/Beneficiary Information

Gender M F X

Marital Status Married Widowed Single

US Citizen Yes No

Legal Name (First, Middle, Last)

Full Address (House Number, Street, Apt, City, State, Zip)

Home Phone Number

Cell Phone Number

Email Address

Social Security Number

Date of Birth

Medicaid CIN (if Medicaid Approved)

Legal Name of Spouse *if applicable* (list even if deceased)

B **Qualifying Disabilities** List diagnosis or specific nature of disability.

1.

2.

3.

C **Purpose of Enrollment** Indicate reason for establishing an account.

Shelter monthly excess income [Trust B]

Shelter excess resources [Trust A] *Skip Step D*

Trust A & B

D Monthly Income & Deductions

Please submit a copy of the most recent Medicaid notice of decision when possible
Please attach proofs of income and deductions when possible.

	BENEFICIARY	SPOUSE Only fill if Spouse applied for Medicaid
Monthly Income [List Gross Amount]		
Social Security <input type="checkbox"/> SSI <input type="checkbox"/> SSA <input type="checkbox"/> SSD <input type="checkbox"/> SSDI	\$	\$
VA Benefits	\$	\$
Employment Benefits	\$	\$
Survivor Benefits	\$	\$
IRA Distribution	\$	\$
Interest / Dividends / Royalties	\$	\$
Pension	\$	\$
Annuities	\$	\$
	\$	\$
Deductions		
Medicare Part A	\$	\$
Medicare Part B (Usually deducted from Social Security)	\$	\$
Medicare Part D	\$	\$
Supplemental Health Premium (Monthly cost)	\$	\$
	\$	\$
	\$	\$

Monthly Surplus Calculation		
Total Income	+	\$
Total Deductions	-	\$
Medicaid Disregard for aged, disabled (Standard)	-	\$
Medicaid Allowance (level of eligibility)	-	\$
Monthly Surplus <input type="checkbox"/> Estimated <input type="checkbox"/> Determined by Medicaid	=	\$

E Authorized Representative/s

Beneficiary must authorize at least one Representative. The following individual will be authorized to act on behalf of the beneficiary.

Primary

Legal Name (First, Middle, Last)

Full Address (House Number, Street, Apt, City, State, Zip)

Home Phone Number

Cell Phone Number

Email Address

Relationship of Representative to Beneficiary

Secondary

Legal Name (First, Middle, Last)

Full Address (House Number, Street, Apt, City, State, Zip)

Home Phone Number

Cell Phone Number

Email Address

Relationship of Representative to Beneficiary

F Referral List referrer that assisted with Trust application.

Attorney Consultant Social Worker UCS Pooled Trust Enrollment Specialist Other

Business /Organization Name

Contact Name

Direct Phone Number

Email Address

By signing below, you agree to the following:

I have read the Information and Procedures and acknowledge that I understand the contents of all of the trust documents.

Signature

Date

Print Name

Self *Power of Attorney *Guardian

Relationship of signer to Beneficiary

*If signed by a Power of Attorney or Guardian attach a copy of the POA/Guardianship documents.

State of New York _____) ss.:

County of _____)

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 the instrument.

Notary Public

For Office use only

UCS Disability Pooled Trust ID #27-0396192

Date Accepted: _____

Initial Deposit _____

Signature of trustee