BENEFICIARY PROFILE & JOINDER AGREEMENT

Beneficiary Profile and 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, ADVICE FROM AN ELDER LAW ATTORNEY OR OTHER QUALIFIED PROFESSIONAL BEFORE SIGNING THIS AGREEMENT.

The undersigned hereby adopts, enrolls in and establishes a sub-trust account under the EVERFUND POOLED TRUST, dated November 6, 2018 and as restated, this Trust and its definitions being incorporated herein by reference. THIS TRUST IS IRREVOCABLE.

PLEASE READ CAREFULLY AND PRINT ANSWERS IN BLUE OR BLACK INK.

Section 1	DONOR/BENEFICIARY INFORMATION		
Legal First Name	Middle	Last	
Gender ○ Male ○ Female	SSN - -	Date of Birth / /	Citizen ○ Yes ○ No
Marital Status ○ Married	○ Single	○ Widowed	
Legal First Name of Spouse	Middle	Last	
Has Spouse applied for Medicaid with beneficiary? ○ Yes	○ No		
Primary Telephone Number ( ) - ○ Home ○ Cell	Secondary Telephone Number ( ) - ○ Home ○ Cell	Email	
Street and Number		Apartment or P.O. Box	
City, Village or Town	State	Zip Code	

Section 2	HEALTH & INSURANCE
Qualifying Disabilities (Please list diagnosis or specific nature of each disability)	
1.	
2.	
3.	
4.	
5.	

Section 2 *(CONTINUED)* HEALTH INSURANCE *(CONTINUED)*

Health Insurance Premiums (Attach current statement of invoice containing the premium amount)

A. Medicare Supplement (IF APPLICABLE) — Name of Plan — Premium $

○ Monthly ○ Quarterly ○ Other – Specify

B. Medicare Part D Plan (IF APPLICABLE) — Name of Plan — Premium $

○ Monthly ○ Quarterly ○ Other – Specify

C. Other (IF APPLICABLE) — Name of Plan — Premium $

○ Monthly ○ Quarterly ○ Other – Specify

Medicaid (Attach MAP/LDSS (Medicaid) Notice of Acceptance/Decision and Budget Explanation)

Application Status

○ Accepted ○ Pending ○ N/A

CIN Number (if applicable)

Monthly Spend Down / Surplus

$

○ Estimated ○ Determined by Medicaid

Section 3 MONTHLY INCOME

(Attach a recent bank statement and proof of other benefits)	Beneficiary	Spouse (if applicable)
Employment Benefits (Monthly gross amount)	$	$
Interest / Dividends / Royalties (Monthly gross amount)	$	$
Social Security Disability Income (SSDI)	$	$
Social Security Retirement Income (SSA) (Monthly amount after Medicare premium deduction)	$	$
Supplemental Security Income (SSI) (Monthly amount after Medicare premium deduction)	$	$
Pension Annuities (Monthly gross amount)	$	$
Other:	$	$
Other:	$	$
IRA Distribution (Monthly gross amount)	$	$
Other :	$	$
Other:	$	$

Section 4	LIFE INSURANCE (IF APPLICABLE)	
(Attach a copy of the policy statement)		
Insurance Company	Policy Number	Type of Policy ◯ Term ◯ Whole Life
Name of Owner	Name of Insured	Cash Surrender Value (if applicable) $

Section 5	FUNERAL AND BURIAL ARRANGEMENTS (IF APPLICABLE)		
Burial Plot (Attach a copy of the burial plot deed)	Name of Cemetery		Telephone Number
	Street and Number		
	City	State	Zip
Funeral Arrangements (Attach a copy of the Pre-need funeral agreement and a current account summary statement)	Name of Funeral Home		Telephone Number
	Street and Number		
	City	State	Zip

Section 6	GOVERNMENT BENEFITS/RESOURCES (IF APPLICABLE)
Program	Monthly Allotment / Subsidy
Supplemental Nutrition Assistance Program (SNAP or Food Stamps)	$
Senior Citizen Rent Increase Exemption (SCRIE)	$
Housing Choice Voucher Program (Section 8) (HUD Sec 8)	$

Section 7	LIVING ARRANGEMENTS	
At Home Independently ◯	At Home with Assistance ◯	Resides with parents or other family ◯
Assisted Living Facility ◯	Family Care Program ◯	CR/IRA/ICF (Supervised) ◯
CR/IRA (Supervised) ◯	Nursing Home ◯	Other – Explain:

Section 8	GUARDIANSHIP (IF APPLICABLE)	
(Attach a copy of Decree or Letter of Guardianship)		
Guardian appointed for: ◯ Person ◯ Property ◯ Both		
Legal First Name	Middle	Last
Street and Number		Apartment or P.O. Box
City, Village or Town	State	Zip Code
Telephone ( ) -	Email	

Section 9	AUTHORIZED REPRESENTATIVES	
PLEASE NOTE: Applicants must authorize at least one (1) individual to communicate with EVERFUND.		
The following individual(s) will be authorized to communicate and receive notices and correspondence from EVERFUND. Additionally, this individual will be authorized to:		
View account online ◯	Request disbursements ◯	Transfer funds (Monthly surplus deposit) electronically ◯
PRIMARY		
Legal First Name	Middle	Last
Street and Number		Apartment or P.O. Box
City, Village or Town	State	Zip Code
Primary Telephone Number ( ) - ◯ Home ◯ Cell	Secondary Telephone Number ( ) - ◯ Home ◯ Cell	
Email		
Relationship of Representative to Beneficiary		
Preferred method of communication ◯ Email ◯ Phone		

Section 9 *(CONTINUED)*	AUTHORIZED REPRESENTATIVES *(CONTINUED)*

SECONDARY (optional)

Legal First Name	Middle	Last
Street and Number		Apartment or P.O. Box
City, Village or Town	State	Zip Code
Primary Telephone Number ( ) - ○ Home ○ Cell	Secondary Telephone Number ( ) - ○ Home ○ Cell	
Email		
Relationship of Representative to Beneficiary		
Preferred method of communication ○ Email ○ Phone		

Section 10	REFERRAL AGENCY/FIRM (IF APPLICABLE)

PLEASE NOTE: A copy of the Acceptance Letter, signed Joinder Agreement and verification of deposits will be forwarded to the "contact" listed below.

Name of Agency		
Name of Contact		Title
Street and Number		Apartment or P.O. Box
City, Village or Town	State	Zip Code
Telephone ( ) -	Email	

TERMS AND CONDITIONS

By signing this joinder agreement, you are agreeing to the following:

I. Contributions/Deposits

(a) All contributions made to the Trust Account will be held and administered pursuant to the provisions of the EVERFUND POOLED TRUST, dated November 6, 2018, and as restated. The provisions of the EVERFUND POOLED TRUST, along with published policies, procedures and fee schedules, 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 that a Beneficiary has a zero ($0) sub-trust account balance for sixty (60) or more consecutive days, the Trustees shall retain the right to close the Beneficiary's sub-trust account. Please be advised that the Trustees 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 shall be required to pay a new enrollment fee when re-opening a sub-trust account.

II. Fees

Fees shall be paid in accordance with the published fee schedule.

III. Disbursements

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

(b) Disbursements for expenses incurred prior to 90 days of a 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 Trustees.

IV. Disability Determination

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.

V. 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 EVERFUND 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 should be sought.

(c) **Policies**

Additional policies of EVERFUND POOLED TRUST are on file with the Trustees and are published online.

VI. 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 EVERFUND 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 EVERFUND POOLED TRUST or with any Beneficiary or constituent agencies and/or Chapters.

VII. 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 applicable to agreements entered into and wholly performed therein. The situs of this Trust for administrative, accounting and legal purposes shall be in the County of Rockland, State of New York.

VIII. Death of Beneficiary

(a) Account Terminates

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 EVERFUND POOLED TRUST to further the purposes of the Trust.

(b) Final Disbursement Requests

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

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.

IX. 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.

X. Signature and Acknowledgement

I have received and reviewed a copy of the Declaration of Trust (The Master Trust) prior to the signing of this Joinder Agreement. I have also read the policies and procedures and the master trust and acknowledge that I understand the contents therein. I also understand that said documents may be amended from time to time.

By signing below, 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.

EVERFUND 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, EVERFUND 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 EVERFUND POOLED TRUST will have on the Donor's continuing eligibility for government benefit programs.

EVERFUND POOLED TRUST 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 EVERFUND 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 EVERFUND 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.

_____ _____

Signature of Donor/Beneficiary or POA/Guardian Relationship to Beneficiary

_____ _____

Print Name Date

[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 _____, 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 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

TRUSTEE

_____

DATE

_____

DATE RECEIVED

_____

DATE COMPLETED

_____

DATE ACCEPTED

_____

INITIAL FUNDING $

_____