

# **THE ACHIEVE FOUNDATION TRUST**

**(A Trust for Persons with Disabilities)**

## **BENEFICIARY PROFILE SHEET AND**

## **JOINDER AGREEMENT**

### **Achieve Foundation Trust Services**

**125 Cutler Pond Road**

**Binghamton, NY 13905**

**Telephone: 607-723-8361**

**Facsimile: 607-352-3297**

**E-mail: [trustdept@achieveny.org](mailto:trustdept@achieveny.org)**

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### **Achieve Foundation Trust Services**

**125 Cutler Pond Road**

**Binghamton, NY 13905**

## Beneficiary Profile Sheet

1. Name of Donor (Generally same as Beneficiary): \_\_\_\_\_  
Social Security No. of Donor: \_\_\_\_\_  
Address of Donor: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number of Donor: \_\_\_\_\_
  
2. Name of Disabled Beneficiary (In-Kind Beneficiary): \_\_\_\_\_  
Disabled Beneficiary's Social Security Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone (day): \_\_\_\_\_ (evening): \_\_\_\_\_
  
3. County of Residence: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Age in years: \_\_\_\_\_  
(must be less than 65)  
Gender: \_\_\_\_\_
  
4. Is the purpose of establishing this account to shelter monthly income? Yes\_ No\_  
Indicate estimated deposit. \_\_\_\_\_(Minimum \$300.00)  
(Note: This amount may be changed at any time with no effect on the Joinder Agreement.)
  
5. Beneficiary Income:  
Does the Beneficiary receive Supplemental Security Income (SSI)? Yes\_\_ No\_\_  
Does the Beneficiary receive Social Security Disability Income (SSDI)? Yes\_\_ No\_\_  
Does the Beneficiary receive Social Security Retirement Income (SSA)? Yes\_\_ No\_\_

Does the Beneficiary receive any other income? Yes \_\_\_ No \_\_\_  
If yes, please provide detail:

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Does the Beneficiary receive Medicaid? Yes \_\_\_ No \_\_\_ Pending \_\_\_

If yes, list Medicaid card number: \_\_\_\_\_

If the Beneficiary receives other benefits or entitlements, such as Food Stamps, HUD Sec. 8, etc. list these benefits and monthly amounts:

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6. Indicate the living arrangement of the Beneficiary:

Lives Independently \_\_\_ Lives with parents or other family \_\_\_  
Family Care Program \_\_\_ CR/IRAJICF (supervised) \_\_\_  
CR/iRA (supportive) \_\_\_ Nursing Home \_\_\_  
Assisted Living Facility \_\_\_ Other (explain)' \_\_\_\_\_

Does the Beneficiary receive a clothing allowance as part of residential care?  
Yes \_\_\_ No \_\_\_

If yes, how much is it and how often received? \_\_\_\_\_

7. List other Services that the Beneficiary receives (include day services, service coordination, employment programs, etc.):

Service	Name of Provider
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. a. Is there a court appointed Guardian for the Beneficiary? Yes\_\_\_ No\_\_\_

If yes, attach copy of Decree or Letters of Guardianship and complete the following:

Guardian of the Person\_\_\_\_, Property\_\_\_\_, Both\_\_\_\_

If specific powers/authority is granted please list:

(Include dental and medical)\_\_\_\_\_

If specific powers/authority is exempted please list:

(Include dental and medical)\_\_\_\_\_

Please list name(s) and addresses of Guardian(s).

\_\_\_\_\_

\_\_\_\_\_

b. Are Standby Guardian(s) appointed? Yes\_\_\_ No\_\_\_

If yes, for the Person\_\_\_\_, Property\_\_\_\_, Both\_\_\_\_

Please list name(s) and addresses of Standby Guardian(s).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Are Alternate Standby Guardian(s) appointed? Yes\_\_\_ No\_\_\_

If yes, for the Person\_\_\_\_, Property\_\_\_\_, Both\_\_\_\_

Please list name(s) and addresses of Alternate Standby Guardian(s).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Relationship of Donor to Beneficiary? \_\_\_\_\_

10. Who is authorized to speak with us on your behalf? (Please include address and phone number)

Agency/Individual	Address/Phone #	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If you would like monthly statements and tax information sent to above person(s), rather than yourself check here \_\_\_\_\_. (Indicate who if more than one contact is listed).

Is this person authorized to make disbursement requests on your behalf? Yes — No \_\_\_\_\_

11. Who will be submitting the Trust documents to Medicaid, Social Security Administration, or other government agency on your behalf?

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Agency/Firm, etc. \_\_\_\_\_

12. Does the Beneficiary have funeral provisions in place (pre-paid funeral, burial plot, etc.?) Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, briefly describe and list contact information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Is there a life insurance policy in place for the Beneficiary? Yes \_\_\_ No \_\_\_  
If yes, provide the name and address of the insurance company and the policy number: \_\_\_\_\_

I certify that the information provided above is accurate and complete to the best of my knowledge.

\_\_\_\_\_  
Donor/Beneficiary/Guardian Signature

\_\_\_\_\_  
Date

**THE ACHIEVE FOUNDATION 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 UNITED STATES CODE §1396. YOU ARE ENCOURAGED TO SEEK INDEPENDENT, PROFESSIONAL ADVICE BEFORE SIGNING THIS AGREEMENT. ADDITIONALLY, THE ACHIEVE FOUNDATION TRUST SERVICES DEPARTMENT 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 ACHIEVE FOUNDATION MASTER TRUST AGREEMENT** dated May 1, 2008 and as amended this Trust being incorporated herein by reference. **THIS TRUST IS IRREVOCABLE.**

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

Social Security No. of Donor: \_\_\_\_\_

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

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

Telephone Number of Donor: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (day) \_\_\_\_\_ (evening): \_\_\_\_\_

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

4. Upon the death of the Beneficiary, all funds that are remaining in the Beneficiary's separate sub-trust account shall be retained by THE ACHIEVE FOUNDATION TRUST to further the purposes of the Trust.

5. Contributions/Deposits:

- a. All contributions made to the Trust Account will be held and administered pursuant to the provisions of the ACHIEVE FOUNDATION MASTER TRUST dated May 1, 2008 as amended. The provisions of the ACHIEVE FOUNDATION MASTER TRUST are incorporated herein by reference.
- b. The Trustees 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 re-open 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 re-opening a sub-trust account.

6. 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.

7. Disability Determination:

In the event that a disability determination is required for Medicaid purposes, please be advised 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 ACHIEVE FOUNDATION 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 ACHIEVE, an operating Chapter of NYSARC, Inc.

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 ACHIEVE or with any Beneficiary or constituent agencies and/or chapters.

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 ACHIEVE FOUNDATION 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 Broome, 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 Achieve Foundation Master Trust prior to the signing of this **Joinder Agreement**. I have also read the Information and



Procedures and Questions and Answers and 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 Social Security Law Section 1614 (a) (3) [42 USC 13822c(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 ACHIEVE Foundation 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, NYSARC, Inc. 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 ACHIEVE Foundation Trust will have on the donor's continuing eligibility for government benefit programs. By your signature below, you agree and understand that The ACHIEVE Foundation 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 ACHIEVE Foundation Trust.**

\_\_\_\_\_  
SIGNATURE OF DONOR/GUARDIAN

\_\_\_\_\_  
RELATIONSHIP TO BENEFICIARY DATE

State of New York     )  
County of \_\_\_\_\_ ) ss:

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  
=====

\_\_\_\_\_  
as Trustee

\_\_\_\_\_  
DATE

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