



# THE SPRINGBROOK POOLED TRUST

*For a lifetime and beyond*

JOINDER AGREEMENT





# THE SPRINGBROOK POOLED TRUST

As part of your application, please use this submission checklist to help guide you and return this sheet with your application.

## SUBMISSION CHECKLIST

- ☐ I have read the general information, enrollment procedures, and all other information contained in this packet.
- ☐ I have completed the Joinder Agreement and answered every question.
- ☐ I have had the Joinder Agreement signed by the appropriate individual on both pages 9 and 11.
- ☐ If someone other than the beneficiary has signed the Joinder Agreement, I have attached proof of guardianship or power of attorney.
- ☐ I have had the Joinder Agreement notarized on page 12.
- ☐ I have enclosed a cashier's check or money order in the amount of:  
\$ \_\_\_\_\_
- ☐ I have enclosed a copy of the beneficiary's social security award letter.

**PLEASE ALLOW A MINIMUM OF 45 DAYS FOR PROCESSING.  
AN INCOMPLETE JOINDER AGREEMENT APPLICATION WILL BE RETURNED.**

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Signature of Donor/Guardian

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Relationship to Beneficiary

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Date



# THE SPRINGBROOK POOLED TRUST

## INSTRUCTIONS FOR COMPLETING JOINDER AGREEMENT

In order to enroll in the pooled trust, a Joinder Agreement must be completed for each beneficiary. By signing the Joinder Agreement, the donor accepts the terms of The Springbrook Pooled Trust Master Trust Agreement. The completed Joinder Agreement and a check payable to Springbrook should be sent to:

Kim Johnson, Director of Giving  
The Springbrook Foundation  
105 Campus Drive, Oneonta, New York, 13820

### The Joinder Agreement form includes:

- 1. Grantor/Donor Information:** The grantor/donor is the person creating the account. It can be the individual with the disability, a parent, grandparent, legal guardian, the representative payee, or a court. If the person signing is acting under a power of attorney or a court appointment of guardianship, please attach a copy of that document to the Joinder Agreement.
- 2. Beneficiary Information:** The beneficiary is the person with the disability who will benefit from the trust.
- 3. Beneficiary's Income:** Please list the beneficiary's current monthly income and medical insurance benefits. Supplemental Security Income (SSI) is a monthly cash benefit that is administered through the Social Security Administration for people with disabilities whose income is low and whose assets do not exceed \$2,000. Social Security Disability Income (SSDI) is a monthly payment based on the work history of the person with a disability or, in some cases, the work history of the person's parent(s).  
  
Medicaid (medical assistance) is a federal- and state-funded program. It can cover medical expenses, medications, and long-term care expenses.
- 4. Beneficiary's Living Arrangements:** Indicate the living arrangements of the beneficiary.
- 5. Services Beneficiary is Receiving:** Indicate the types of services that the beneficiary receives, either from Springbrook or other agencies.



# THE SPRINGBROOK POOLED TRUST

## INSTRUCTIONS FOR COMPLETING JOINDER AGREEMENT

*(Continued)*

**6. Contribution to the Trust:** Indicate the amount that will be given to establish the trust and then the approximate amount that will be deposited monthly (if applicable).

**7. Legal Representative:** Examples of a legal representative are: a representative payee, agent under power of attorney, legal guardian, and parents of a person under the age of 18. A person may not have a legal representative.

**8. Primary Representative:** The primary representative is someone who knows the person with the disability well and may request distributions from the trust for the benefit of the person. A person may not have a primary representative. Requests for distributions may come from sources other than a primary representative.

**9. Funeral Provisions and Insurance:** Please provide details for any other health care insurance, prepaid funeral plans, or burial insurance plans.

**10. Guardianship:** A guardian is someone who has legal authority to act on behalf of the beneficiary.

**11. Disclosure Statement:** The grantor/donor and the legal representative of the beneficiary must review and sign the Disclosure Statement.

**12. Other:** The grantor/donor signs and dates the Joinder Agreement. Someone signing as agent under power of attorney or legal guardian appointed by order of court should attach a copy of that document.

**NOTE:**

The grantor/donor is encouraged, but not required, to have an attorney review the Master Trust Agreement and the Joinder Agreement. If at any time the Joinder Agreement changes, the grantor/donor should notify the trustees of the changes in writing. Changes may include: the grantor/donor's contact information, legal representative, primary representative, etc.



UPSTATE HOME FOR CHILDREN FOUNDATION, INC.  
DBA THE SPRINGBROOK FOUNDATION

# THE SPRINGBROOK POOLED 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.**

The undersigned hereby adopts and enrolls in and establishes a Trust Account under **UPSTATE HOME FOR CHILDREN FOUNDATION, INC.'S THE SPRINGBROOK POOLED TRUST** dated \_\_\_\_\_, such Trust being incorporated herein by reference and hereinafter referred to as the "Trust."

The effect of joining the Trust through this Pooled Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account for the named beneficiary: \_\_\_\_\_.

**Please answer all questions in this Joinder Agreement.  
If a question does not apply, insert N/A as your answer.**

### GRANTOR/DONOR INFORMATION:

Trust established by: ☐ Disabled Individual (Beneficiary)  
☐ Statutory Representative: ☐ Parent ☐ Grandparent  
☐ Guardian  
☐ Power of Attorney  
☐ Representative Payee  
☐ Court

Name of Donor: \_\_\_\_\_

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

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

Telephone Number of Donor: ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_

Relationship of Donor to Beneficiary: \_\_\_\_\_



**BENEFICIARY INFORMATION:**

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

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

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

Telephone (daytime): ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_ (evening): ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_

Birth-date (MM/DD/YYYY): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Place of Birth: \_\_\_\_\_

County of Residence: \_\_\_\_\_ U.S. Citizen? ☐ Yes ☐ No

Nature of Disability: \_\_\_\_\_

**BENEFICIARY INCOME:**

Does the Beneficiary receive Supplemental Security Income? ☐ Yes ☐ No

Does the Beneficiary receive Social Security Disability Income? ☐ Yes ☐ No

What other sources of income does the Beneficiary receive? \_\_\_\_\_

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 here: \_\_\_\_\_

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

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

**BENEFICIARY LIVING ARRANGEMENTS:**

Indicate the living arrangement of the Beneficiary:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Lives independently           | <input type="checkbox"/> Family Care Program | <input type="checkbox"/> CR/IRA/ICF (supervised)            |
| <input type="checkbox"/> CR/IRA (supportive)           | <input type="checkbox"/> Nursing Home        | <input type="checkbox"/> Lives with parents or other family |
| <input type="checkbox"/> Other (please explain): _____ |  |   |

**SERVICES BENEFICIARY IS RECEIVING:**

List other services that the Beneficiary receives (include day services, service coordination, employment programs, home-care, etc.):

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



**CONTRIBUTION TO TRUST:**

A minimum contribution of \$100 is required to open/maintain an account.

How much will be deposited to establish this account?

Amount: \$ \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Source: \_\_\_\_\_

Is the purpose of establishing this account to shelter monthly income? ☐ Yes ☐ No

If yes, please indicate estimated monthly deposit: \$ \_\_\_\_\_

**Note: This is supplemental information for the UPSTATE HOME FOR CHILDREN FOUNDATION, INC. purposes only. This amount may be changed at any time with no effect on this Joinder Agreement.**

**BENEFICIARY’S LEGAL REPRESENTATIVE(S):**

A legal representative may be a representative payee, agent under power of attorney, legal guardian, and/or parents of a person under the age of 18.

Name of Representative: \_\_\_\_\_

Address of Representative: \_\_\_\_\_

Telephone number of Donor: ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_

Relationship:

- ☐ Guardian
- ☐ Power of Attorney
- ☐ Representative Payee
- ☐ Court
- ☐ Parent (if Beneficiary is under 18 years of age)

**BENEFICIARY’S PRIMARY REPRESENTATIVE(S):**

The Primary Representative is someone who knows the person with the disability well and may request distributions from the trust for the benefit of the person and who is authorized to speak with us on the Beneficiary’s behalf. Please list Primary Representatives below; if there are more than two, attach the same information on additional pages.

1. Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_



If you would like quarterly statements and tax information sent to one of the Beneficiary’s Primary Representative rather than yourself, the donor, please check here: ☐

Indicate who if more than one contact is listed: \_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**FUNERAL PROVISIONS AND INSURANCE:**

Does the Beneficiary have funeral provisions in place (prepaid funeral, burial plot, etc.)?

☐ Yes    ☐ No

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 policy number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## GUARDIANSHIP:

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

Please list name(s) and address(es) of Guardian(s):

1. Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

If specific powers/authority is granted, please list:

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

If specific powers/authority is exempted, please list:

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

Are Standby Guardian(s) appointed? ☐ Yes ☐ No

If yes, for the: ☐ Person ☐ Property ☐ Both

Please list name(s) and address(es) of Standby Guardian(s):

1. Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_



**OTHER:**

- 1. Assignment to UPSTATE HOME FOR CHILDREN FOUNDATION, INC.’S THE SPRINGBROOK POOLED TRUST: Upstate Home for Children Foundation, Inc. retains the right to assign an account under this Joinder Agreement to the Upstate Home Foundation Inc.’s Springbrook Pooled Trust.
- 2. Trustee fees related to the UPSTATE HOME FOR CHILDREN FOUNDATION, INC.’S THE SPRINGBROOK POOLED TRUST shall be paid in accordance with the published fee schedule.
- 3. Upon death of the Beneficiary, funds that are remaining in the Beneficiary’s separate sub-trust account shall be retained by the UPSTATE HOME FOR CHILDREN FOUNDATION, INC.’S THE SPRINGBROOK POOLED TRUST, under which they were a Beneficiary, to further the mission of Springbrook.
- 4. All contributions made to the Trust Account will be held and administered pursuant to the provisions of the UPSTATE HOME FOR CHILDREN FOUNDATION, INC.’S THE SPRINGBROOK POOLED TRUST dated November 5, 2008. The Provisions of the UPSTATE HOME FOR CHILDREN FOUNDATION, INC.’S THE SPRINGBROOK POOLED TRUST are incorporated herein by reference. I have received and reviewed a copy of the Master Trust prior to the signing of this Joinder Agreement.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



## 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 for the benefit on a specific named beneficiary to the **UPSTATE HOME FOR CHILDREN FOUNDATION, INC.'S THE SPRINGBROOK POOLED TRUST** are not tax deductible as charitable gifts, or otherwise. However, any donation made to the Springbrook sub-account may be tax deductible.

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.

### 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 while services may be rendered by **SPRINGBROOK as supported by the UPSTATE HOME FOR CHILDREN FOUNDATION, 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 **THE UPSTATE HOME FOR CHILDREN FOUNDATION, INC.** or with any Beneficiary.

### Situs:

The Trust created by this Agreement has been accepted by the Trustee in the State of New York and will be initially administered by THE UPSTATE HOME FOR CHILDREN FOUNDATION, INC. and a financial institution in the State of New York. The validity, construction, and rights under this Agreement shall be governed by the laws of the State of New York. The situs of this Trust for administrative and accounting purposes shall be in the County of Otsego, 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.



UPSTATE HOME FOR CHILDREN FOUNDATION, INC.  
DBA THE SPRINGBROOK FOUNDATION

**THE SPRINGBROOK POOLED TRUST**  
(A TRUST FOR PERSONS WITH DISABILITIES)

**JOINDER AGREEMENT**

By signing below, the Donor acknowledges that the Beneficiary is disabled as defined in Social Security Law, Section 1614 (a) (3) [42 USC 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 Upstate Home For Children Foundation, Inc.’s The Springbrook 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, The Upstate Home For Children Foundation Inc.’s The Springbrook 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 Donors is “disabled” as that term is defined under federal law, and to determine the impact that a transfer of property to The Upstate Home For Children Foundation Inc.’s The Springbrook Pooled Trust will have on the Donor’s continuing eligibility for government health programs.

By your signature below, you agree and understand that The Upstate Home For Children Foundation Inc.’s The Springbrook 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 Upstate Home For Children Foundation Inc.’s The Springbrook Pooled Trust.

_____ Signature of Donor	_____ Relationship to Beneficiary	_____ Date
_____ Signature of Legal Representative (if applicable)	_____ Relationship to Beneficiary	_____ Date



UPSTATE HOME FOR CHILDREN FOUNDATION, INC.  
DBA THE SPRINGBROOK FOUNDATION

# THE SPRINGBROOK POOLED TRUST

(A TRUST FOR PERSONS WITH DISABILITIES)

## JOINDER AGREEMENT

**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

**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