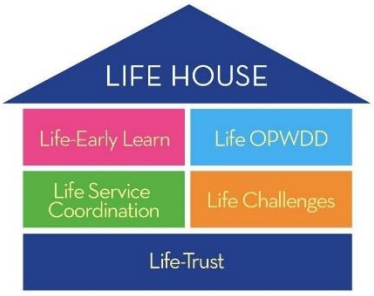

LABOR & INDUSTRY FOR EDUCATION, INC. (LIFE, INC.)

LIFE, Inc. Pooled Trust I

(Self-Settled Monthly Spend Down Trust)

TRUST JOINDER AGREEMENT APPLICATION

And Ancillary Documentation

Labor & Industry for Education, Inc.
114 Spruce Street,
Cedarhurst, NY 11516
516-374-4564 ext. 3
www.lifetrusts.org

Grantor Background Information Sheet

1. **Name of Grantor(Medicaid/SSI recipient)**:_____

   a) Grantor Address:
   _____
   _____

   b) Telephone Number 1: ( ) _____
   Telephone Number 2: ( ) _____

   c) Email Address:_____

   d) Grantor Social Security Number: _____

   e) Grantor Date of Birth: _____

   f) Gender M☐ F☐

2. **Grantor Living Arrangement**:

   Please describe Grantor's current living arrangement:

   Lives Independently: ☐ Lives with Family Members: ☐ Family Care: ☐
   Supervised Home: ☐ Supportive Home: ☐ Nursing Home: ☐
   Assisted Living: ☐ Other: _____

3. Disability:

What is the nature of Grantor's disability?

_____

_____

4. **Authorized Contact Information**:

The following person(s) is/are authorized to speak with LIFE, Inc. regarding the Trust. If the box is not checked, the contact will not be allowed to make disbursement requests on behalf of the client. The first contact listed will be the initial contact person in all matters and will receive the monthly statement and the welcome packet. Please note that unless listed herein, LIFE will not speak with anyone regarding the Grantor or the trust:

Name of Individual or Agency: _____

Relationship: _____

Address: _____

Email Address: _____

Phone Number: _____

Authorized to make disbursement requests ☐

Name of Individual or Agency: _____

Relationship: _____

Address: _____

Email Address: _____

Phone Number: _____

Authorized to make disbursement requests ☐

Name of Individual or Agency: _____

Relationship: _____

Address: _____

Email Address: _____

Phone Number: _____

Authorized to make disbursement requests ☐

5. **Grantor Income**:

a) What is the spend-down / overage amount which will be deposited monthly into the account?

$_____

b) Please list all sources of Grantor Income:

Type of Benefit:	**Yes/No**	**Approximate Monthly Amount:**
Supplemental Security Income (SSI)		
Social Security Disability Income (SSDI)		
Social Security Retirement Income (SSA)		
Pension		
IRA Distribution		
Section 8 Housing		
Food Stamps		
Other		
Other		

**Please submit an additional sheet if you require more space*

c) Is the purpose of establishing this Trust to shelter Income? Yes ☐ No ☐

d) Is Grantor currently on Medicaid? Yes ☐ No ☐ Pending ☐

If yes, what is Grantor's Medicaid Card Number: _____

6. **Please list the individual or Agency who will be submitting the Trust documentation to Medicaid. Alternatively, you may list the county Medicaid office and contact information, and LIFE will send the trust documents directly. The entity listed below will receive the following documents once the trust is established: fully-executed Joinder Agreement, Letter of Acceptance, Verification of Deposit and Master Pooled Trust Agreement.**

   Name: _____

   Agency: _____

   Phone Number: _____

   Address: _____

   Email: _____

TRUST JOINDER AGREEMENT

Pooled Trust I

(Self-Settled Monthly Spend Down Trust)

This Trust Joinder Agreement ("Agreement") is entered into by Labor & Industry For Education, Inc. ("Trustee"), having an office at 112 Spruce Street, Suite 5, Cedarhurst, NY 11516 and the "Grantor" as set forth below:

1. Defined Terms. All capitalized terms used in this Agreement, which are not defined in this Agreement, shall have the meanings ascribed to them in the Amended and Restated Master Pooled Trust Agreement (the "Trust") dated as of July 6, 2017 by and among Labor & Industry For Education, Inc., as Settlor, LIFE as Trustee of the Trust.

2. Name of Grantor. The name and address of the Grantor to the Trust is:

_____

_____

("Grantor").

3. Establishment of Trust. (a) The purpose of this Trust is to create an irrevocable pooled trust for the sole benefit of the disabled (as such term is defined in the Social Security Act and more fully set forth in the Trust) Grantor for the needs of such Grantor during their lifetime. Because this is an irrevocable trust, Grantor may not revoke this Agreement or access any of the trust property which has been put into the Trust.

(b) With the full execution of this Agreement, as well as pursuant to all of the terms, provisions and covenants of the Trust, Grantor has hereby delivered to Trustee the minimum amount of trust property (as such term is defined in the Trust) in order to establish a sub-account under the Trust.

(c) By executing this Trust Joinder Agreement, Grantor agrees to be bound by all of the terms, covenants and conditions of the Trust and any and all amendments thereto.

4. Trust Fees. Grantor hereby agrees to pay all of the fees of Trustee in accordance with the Fee Schedule, previously provided to Grantor, as well as any amendments to such Fee Schedule as may be made by Trustee from time to time.

5. Contributions to the Trust. (a) Grantor shall be required to make such monthly contributions as are required by Medicaid (estimates based upon the amount set forth in the Grantor Background Information Sheet). In the event the amount in Grantor's sub-account falls to less than $50 for more than 2 months, Trustee may close the account and remove Grantor from the Trust.

(b) Any additional contributions to the sub-account by Grantor or any other party shall be deemed to be Trust property and shall be used solely for the benefit of the Grantor pursuant to the terms of the Trust.

6. Distributions. Distribution requests made to the Trustee shall be in writing; all in accordance with the written procedures as established by Trustee from time to time.

7. Disclosure of Conflict of Interest/Waiver. Grantor, or any person legally executing a Sub-Trust Joinder Agreement on behalf of Grantor, hereby acknowledges a potential conflict of interest in the Trust administration since, pursuant to the terms and conditions of the Trust, any remaining funds in the Grantor's sub-account shall remain with the Trust to be used as herein set forth. By executing and delivering this Agreement to Trustee, Grantor or any party claiming through Grantor, hereby waives any and all claims against the Settlor, Trust or any Trustee for self-dealing or conflicts of interest arising out of the terms and conditions of this Agreement.

8. Governing Laws. (a) This Trust shall be governed by the laws of the State of New York. All accounting and administrative services shall be done in Nassau County, New York, the corporate home of LIFE. Federal law may also be applicable in the event of a conflict of laws.

(b) Invalidity of Provisions. Should any provision of this Agreement be deemed illegal, invalid or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and fully enforceable thereunder.

(c) Counterparts. This Agreement may be signed in any number of counterparts all of which, when taken together, shall constitute a fully executed agreement.

9. Acknowledgement of Grantor: The undersigned Grantor hereby acknowledges that by executing this Trust Joinder Agreement, Grantor is entering into a trust with Trustee pursuant to the terms and conditions of the Master Pooled Trust Agreement.

This Agreement is hereby executed as of _____, ____, 20__, which is the date that this Agreement is fully executed by both parties.
(*Please do not fill in this section. For trust use only.*)

GRANTOR:

Sign Here:_____
Print Name:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20___ before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

TRUSTEE:

LABOR & INDUSTRY FOR EDUCATION, INC.

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public