



**LIFE'S WORC, INC.
SURPLUS INCOME TRUST**

JOINDER AGREEMENT

**THE LIFE'S WORC, INC.
SURPLUS INCOME TRUST
(A TRUST FUNDED BY PEOPLE WITH DISABILITIES)**

Joinder Agreement

This is a legal document. You are encouraged to seek independent, professional advice before signing.

The undersigned hereby enrolls in and adopts and establishes a Trust Account in the initial amount of \$ _____ under the Amended and Restated Life's WORC Surplus Income Trust dated on or about May 20, 2014.

1. Sponsor (usually the Designated Beneficiary or Guardian): _____
Address: _____
Social Security Number: _____
Telephone Number: Day: _____ Evening: _____
E-Mail: _____
Birthdate: _____
Relationship to Designated Beneficiary: _____

2. Designated Beneficiary: _____
Address: _____
County of Residence: _____
Social Security Number: _____
Telephone Number: Day: _____ Evening: _____
E-Mail: _____
Birthdate: _____
Place of birth: Hospital/ City/State: _____
Mother's name: _____
Father's name: _____

3. Designated Beneficiary Income:

Does the Designated Beneficiary receive Supplemental Security Income?
Yes _____ No _____

Does the Designated Beneficiary receive Social Security Disability, Retirement, Pension or Earned Income?
Yes _____ No _____ List all forms of Income _____

Does the Designated Beneficiary receive Medicaid?
Yes _____ No _____

If yes, list Medicaid/Benefit card CIN number: _____

List all other forms of government assistance, entitlements or benefits the Designated Beneficiary receives such as Food Stamps, HUD, Section 8, etc.: _____

4. Indicate the living arrangement of the Designated Beneficiary:

Lives Independently _____ Lives with Parents/Other Family _____

Family Care Program _____ Nursing Home _____

Community Residence (supervised) _____

Community Residence (supportive) _____

5. Is there a court appointed Guardian for the Designated Beneficiary?

Yes _____ No _____

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

Guardian of the Person _____, Property _____, Both _____

Is specific power/authority granted? If yes, list here: _____

Is specific power/authority exempted? If yes, list here: _____

Name(s)/Address(s) of Guardian(s):

Are Standby Guardians appointed?

Yes _____ No _____

If yes, Standby Guardian of the Person _____, Property _____, Both _____

Name(s)/Address(s) of Standby Guardian(s):

Are Alternate Standby Guardians appointed?

Yes _____ No _____

If yes, Alternate Standby Guardian of the Person _____, Property _____, Both _____

Name(s)/Address(s) of Alternate Standby Guardian(s):

6. Relationship of Sponsor to Designated Beneficiary: _____

7. Who is authorized to speak with us on your behalf and/or on behalf of the Designated Beneficiary?

<u>Agency/Individual</u>	<u>Address/Phone Number</u>	<u>Relationship</u>
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Does the Designated Beneficiary have funeral provisions in place (pre-paid funeral, burial plot, etc.)? Yes _____ No _____

If yes, briefly describe and list contact information. _____

9. Is there a life insurance policy in place for the Designated Beneficiary?

Yes _____ No _____

If yes, provide the name and address of the insurance company and the policy number:

10. The administrative fee for managing the Trust shall be: _____

11. **Death of Designated Beneficiary.**

a. Upon the death of the Designated Beneficiary, after the payment of permissible administrative expenses such as (a) taxes due to the State(s) or Federal government because of the death of the Beneficiary and (b) reasonable fees for administration of the Trust Account such as an accounting of the Trust Account to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the Trust Account, the remaining balance of the Trust Account shall be credited to the Life's WORC Surplus Income Trust "Remainder Trust Account" which amount may be used for the purpose of providing direct supplemental needs assistance to any individual who is disabled pursuant to

Social Security Law Section 1614(a)(3) [42 USC 1382c(a)(3)], whether or not such individual is a current Designated Beneficiary of a Trust Account. Amounts in the Remainder Trust Account shall also be available to the Trustees for the purpose of providing indirect supplemental needs assistance to or on behalf of individuals with disabilities. Amounts in the Remainder Trust Account shall also be available to the Trustee to meet any administrative and/or operating expenses incurred by the Trust. To the extent that amounts remaining in a Designated Beneficiary's account upon the death of the Designated Beneficiary are not retained by the Trust and credited to the Remainder Trust Account, to be used in furtherance of the purpose stated above, the Trust shall pay to the States from such deceased Designated Beneficiary's Trust Account any remaining amounts equal to the total amount of medical assistance paid on behalf of the Designated Beneficiary under the State plans pursuant to 42 USCS §§ 1396 et seq.

b. All final disbursement requests must be submitted within ninety (90) days of the Designated Beneficiary's death and upon submission of the death certificate. Only expenses incurred prior to the Designated Beneficiary's death will be considered.

c. Funeral expenses will only be paid pursuant to a Medicaid eligible pre-need funeral agreement established to the Beneficiary's death. Funeral Expenses will not be paid after the beneficiary's death.

12. The Designated Beneficiary's initial minimum contribution shall be the monthly surplus income as determined by the Department of Social Services in the county in which the Designated Beneficiary lives, plus the initial administrative fees charged by Life's Worc. In the event that a Designated Beneficiary has a sub-trust account balance less than one months' surplus income for thirty (30) or more consecutive days, the Trustee shall retain the right to close the Designated Beneficiary's sub-trust account. In the event that a Designated Beneficiary wishes to re-open a sub-trust account, the Designated Beneficiary may be required to pay any outstanding administrative fees stemming from the prior sub-trust account. Additionally, the Designated Beneficiary shall be required to pay a new enrollment fee when re-opening a sub-trust account.

13. The undersigned Sponsor acknowledges that all contributions made to the Trust Account will be held and administered pursuant to the provisions of the Life's Worc Surplus Income Trust Agreement, including any amendments made after the date of this Joinder Agreement. The provisions of the Life's Worc Surplus Income Trust Agreement are incorporated herein by reference. The Sponsor has received and reviewed a copy of the Life's Worc Surplus Income Trust Agreement prior to signing this Joinder Agreement.

14. There may be a potential conflict of interest in the administration of the Trust since the Trust retains those funds remaining in the Trust at the time of death of the Designated Beneficiary. Funds remaining in the Trust may be used to pay for ancillary and/or supplemental services for Designated Beneficiaries and potential beneficiaries which services may be rendered by Life's Worc or an affiliated enterprise. The Sponsors executing the Joinder Agreements are aware of the potential conflicts of interest that exist in the Trustees' administration of the Trust. Any Sponsor executing a Joinder Agreement to this Trust hereby waives any and all claims against the Trustees on account of self-dealing, conflict of interest or any other act. The Trustees shall not be liable to the Sponsor or to any party for any act of self-dealing or conflict of interest resulting from their affiliations with Life's Worc, Inc. or with any related entities or a Designated Beneficiary.

15. Provisions of this Joinder Agreement may be amended, so long as any such amendment is consistent with the Life's Worc Surplus Income Trust Agreement.

16. The Sponsor acknowledges that neither Life's Worc nor the Trustees of the Life's Worc Surplus Income Trust have made any representation to the Sponsor (a) that contributions to the Trust are deductible as charitable gifts, or otherwise or (b) as to the gift or tax consequences of directing funds to the Trust. Life's Worc has recommended that the Sponsor seek independent legal advice. Trust Account income, whether paid in cash or distributed in other property, may be taxable to the Designated Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended. Trust Account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust Accounts.

17. Sponsor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and Sponsor agrees that neither Life's Worc nor the Trustees of the Life's Worc Surplus Income Trust will in any event be liable for any loss of benefits as long as they act in good faith. Sponsor acknowledges and agrees that Life's Worc and the Trustees of the Life's Worc Surplus Income Trust, their agents and employees, as well as their agent's and employees' heirs and legal and personal representatives, shall not in any event be liable to any Sponsor or Designated Beneficiary or any other party for so long as they act reasonably and in good faith. Sponsor acknowledges that upon execution of the Joinder Agreement by Sponsor, and the funding of a Trust Account for a Designated Beneficiary, that this Trust, as to the Sponsor and the Designated Beneficiary, is irrevocable. Sponsor acknowledges that after the funding of a Trust Account, the Sponsor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon. Sponsor represents warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by Life's Worc or the Trustees of the Life's Worc Surplus Income Trust in deciding to execute this Joinder Agreement.

18. Sponsor further represents, warrants, and agrees: that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed; that if he or she has not had the Life's Worc Surplus Income Trust Agreement or the Sponsor Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right; that he or she has been provided a true and correct copy of the Life's Worc Surplus Income Trust Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement; that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and that the Life's Worc Surplus Income Trust may be a Remainder Beneficiary of all or a portion of the Trust Account established hereby upon the death of the Designated Beneficiary as provided in Section 11 of this Sponsor Agreement.

19. This Trust instrument shall be interpreted and the administration of the trust shall be governed by the laws of the State of New York. However, if applicable, federal law shall govern any matter related to the relationship between this Trust and the government benefits for which a Designated Beneficiary may be eligible. The situs of this trust for administrative and accounting purposes shall be in the County of Nassau, which is the location of the principal office of Life's Worc and where the Life's Worc Board of Directors meets.

