

THIRD-PARTY COMMUNITY TRUST JOINDER AGREEMENT

EIN: 45-6279857

**This is a binding legal document. Please review this agreement carefully before entering it.
We encourage you to seek professional advice from an estate planning attorney before signing.**

The undersigned, _____, Grantor, hereby makes the following contribution(s) to THE SHARED HORIZONS THIRD PARTY COMMUNITY TRUST (the "Trust") to be held on the terms and conditions specified in the attached Master Declaration of Trust (the "Master Trust Agreement or MTA") on this ____ day of _____, in the year _____ for the benefit of _____ (beneficiary). The Master Trust Agreement is attached hereto as *Exhibit A* and incorporated herein by reference. By signing this Trust Agreement (the "Agreement"), the Grantor establishes an Individual Account for the above-named beneficiary, as described in the Master Trust Agreement.

I. DEFINITIONS:

- A. **Trust.** "Trust" is the trust established by this agreement.
- B. **Shared Horizons.** "Shared Horizons" is a District of Columbia not-for-profit corporation that serves as trust manager.
- C. **Beneficiary.** "Beneficiary" is a person for whom an Account is established.
- D. **Person with Disability; Disabled Person.** For the Trust, a "person with disabilities" is an individual who is disabled within the meaning of Section 1614(a)(3) of the Social Security Act, 42 U.S.C. § 1382c (a) (3), or who is likely, to a reasonable degree of medical certainty, to become disabled before attaining the age of sixty-five (65) years within the meaning of the foregoing statute due to an existing medical or mental condition.
- E. **Grantor.** "Grantor" is any person who establishes an Account within this Trust for the benefit of a Beneficiary or who contributes his, her or its assets to an existing Account within this Trust for the benefit of a Beneficiary, whether such contribution is by gift, devise, bequest, beneficiary designation, contract, agreement court order, or otherwise.
- F. **Representative.** Representative is the person identified in a Joinder Agreement as the person with whom the Trust Manager is authorized to communicate regarding a Beneficiary and his or her Account. A Beneficiary may have more than one Representative.
- G. **Account.** "Account" is the financial account within the Trust maintained for the benefit of a Beneficiary. The balance of an Account at any time equals the value of the assets contributed on the Beneficiary's behalf by the Grantor less disbursements made on behalf of the Beneficiary, increased by the Account's proportionate share of the Trust's earnings and appreciation, less the Account's allocable share of taxes, expenses, depreciation, and fees as outlined in the Joinder Agreement and as calculated per the Trust, and such other costs and expenses allocated to the account of the Beneficiary per the Trust.

- H. **Joinder Agreement.** "Joinder Agreement" is the binding document established by a third party (parent, relative, friend, etc.) in which funds can be transferred to supplement the life needs of a person with a disability.
- I. **Trustee.** "Trustee" is the entity then serving as Trustee under Article VIII of this Trust and its successor or successors. Capital First Trust Company currently serves in this capacity at the direction of Shared Horizons.
- J. **Assets.** "Assets" of the Trust shall include both corpus and income of the Trust.
- K. **Governmental Assistance.** "Governmental Assistance" is assistance and benefits provided by any agency of government, Federal, State, or local, including the U.S. Social Security Administration and (without limitation) programs under Titles II, XVI, and XIX, Supplemental Security Income, Medicare, and Medicaid (respectively), and similar assistance, benefits, and services other government agencies provide.
- L. **Special needs.** "Special needs" are the requisites for maintaining the health, safety, and welfare of a Beneficiary when, at the discretion of the Trust Manager, such requisites are not available from a public agency, office, or department of the state where he resides or the Federal government.
- M. **Internal Revenue Code.** "Internal Revenue Code" is the Internal Revenue Code of 1986, as amended from time to time.

II. GRANTOR INFORMATION

Name of Grantor(s)	Relationship to Beneficiary
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Address

Telephone #	E-mail Address
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III. BENEFICIARY INFORMATION

Name of beneficiary	Date of Birth	Social Security #
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Address

Telephone #	E-mail Address
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Please describe the Beneficiary's disability:

What is the Beneficiary's current prognosis?

IV. BENEFITS

Please check all Governmental Assistance benefits the Beneficiary currently receives:

SSI (SUPPLEMENTAL SECURITY INCOME) How much per month? _____

MEDICAID HUD/Section 8

SSDI (SOCIAL SECURITY DISABILITY) How much per month? _____

MEDICARE

OTHER BENEFITS _____

V. FUNDING INFORMATION

A. Please indicate the time at which the sub-account will be funded:

Immediate (when opening the account)

Future—a copy of your Estate Plan (either your Will or Revocable Living Trust or insurance policy must be provided)

Please indicate the anticipated source of funds:

Cash

Life Insurance

Bequest

Distribution from a trust

Real Estate

Stocks or Bonds

A copy of sourced documents must accompany this Joinder Agreement.

B. Anticipate Funding Amount: \$ _____

VI. DESIRED USE OF TRUST

A. Distributions to or for Beneficiary (initials of Grantor required)

_____ I understand that the income and principal will be distributed on behalf of the beneficiary at the Trust Manager's discretion.

CHOOSE ONE:

_____ The Grantor intends that the Trust Fund be available as needed for the benefit of the beneficiary.

OR

_____ The Grantor intends that the Trust Fund last during the beneficiary's projected life expectancy.

Although all distributions are at the Trust Managers' discretion, the Grantor identifies the following list of desired distributions:

The Grantor also prohibits the following disbursements:

B. _____ The Grantor agrees to the Fee Schedule and understands that the Shared Horizons' Board of Directors will review it annually and adjust it periodically.

VII. DISTRIBUTIONS UPON THE DEATH OF THE BENEFICIARY:

Please provide your instructions for final distributions should funds remain in the sub-account upon the Beneficiary's death. This can include Shared Horizons, Inc., the non-profit organization managing the Third-Party Community Trust, and the Wesley Vinner Memorial Trust. Gifting even a portion of the remainder will help us continue our charitable mission. However, including Shared Horizons in the final distribution is not required.

I, _____, Grantor, acknowledge the following distributions upon the beneficiary's death:

- The Trust shall retain the portion of the remainder that represents the total annual fees due the Trust Manager for the annual or calendar billing period in which the Beneficiary died.

1st Remainder Information:

Name	Telephone
Address	
Date of Birth	Social Security # or Federal ID #
Percentage: _____%	

2nd Remainder Information:

Name	Telephone
Address	
Date of Birth	Social Security # or Federal ID #
Percentage: _____%	

3rd Remainder Information:

Name	Telephone
Address	
Date of Birth	Social Security # or Federal ID #
Percentage: _____%	

If you name more than one Remainder beneficiary, please be sure the total percentages add up to 100%. Shared Horizons, Inc. will retain the remaining funds if you do not name a Remainder beneficiary.

VIII. ACCOUNTS

- 8.1. **Accounts.** A separate Account shall be maintained for each Beneficiary. For investment and fund management purposes, the Trust Manager will pool the accounts for all Third-Party Trust assets, for which the Trust Manager is then responsible. The Trust Manager shall maintain records for each Account in the name of and showing the assets contributed for each Beneficiary, along with increases in expenditures and costs of such Account.
- 8.2. **Fees and Expenses.** The fees and expenses associated with each Account shall be charged as described in the Joinder Agreement or as established by the Trust Manager occasionally.
- 8.3. **Annual Reports.** For accounting purposes, the Trust and each Account shall be operated on a calendar year basis. The Trust Manager shall provide periodic accountings at least annually to each Grantor, conservator, guardian (if any), representative, and, if so, provided in the Joinder Agreement, to the Beneficiary. These annual reports shall show all receipts, disbursements, and distributions to or from such Account during the previous year. The Trust Manager shall also cause to be prepared on behalf of each

Account per the actual time and expense incurred for preparing such tax returns and/or reports for that Account.

8.4. Income Taxation Reporting.

(A) For each Account that is a grantor trust under the Internal Revenue Code, the annual report provided under Section 8.3 shall be provided on a calendar year basis by February 28 or 29 of the succeeding year. The individual who is the grantor of the Account for Federal income tax purposes shall provide the Trust Manager with a tax identification number, which may but does not need to be, the individual's Social Security number. The Trust Manager shall report all distributions of income as required by law. The Grantor, by execution of the Joinder Agreement, indemnifies the Trust Manager from all claims for income tax liabilities attributable to his or her Account, which is taxed as a grantor trust under the rules of the Internal Revenue Code.

(B) For each Account that is not a grantor trust under the Internal Revenue Code, the Trust Manager shall file an income tax return and shall pay with Account assets any taxes the liability for which arises due to the income of the Account.

8.5. Account Records Available for Inspection. The records of each Account shall be available at all reasonable times for inspection by any person entitled to an Annual Report under Section 8.3 The Trust Manager shall not disclose information about an Account except to a person entitled by law thereto.

8.6 The initial Representative shall be a party identified by the Grantor(s) and may change from time to time by the Grantor(s) or a representative after their death.

The Grantor names the following person or people as representative(s) to act on behalf of the Beneficiary named in this Trust document:

1st:

NAME/RELATION TELEPHONE#

ADDRESS

2nd:

NAME/RELATION TELEPHONE#

ADDRESS

8.7 The Grantor may also identify a Trust Protector who ensures the Manager adheres to the Grantor's wishes and a Trust Advisor who assists the Manager with questionable requests as needed.

I/We appoint _____ as Trust Protector.

ADDRESS

Telephone Email

I/We appoint _____ as Trust Advisor.

ADDRESS

TELEPHONE # Email

THIRD PARTY TRUST FOR THE BENEFIT OF:

IN WITNESS, WHEREOF, the undersigned Grantor has signed this Joinder Agreement on this ____ day of _____, _____, and the Trust Manager has accepted and signed this Joinder Agreement on this ____ day of _____, _____.

GRANTOR'S SIGNATURE:

Grantor Signature

Grantor Signature

Print Name

Print Name

Address

Address

THE SHARED HORIZONS THIRD-PARTY POOLED SPECIAL NEEDS TRUST

By: _____
Signature of CEO

Yolanda Mazyck, CEO
Print Name

4301 Connecticut Avenue NW, STE 140
Washington, DC 20008
202-448-1460

Shared Horizons, Inc. Pooled Special Needs Trust Fee Schedule

Standard Minimum Deposit is \$5,000

Enrollment Fee \$1,500

The enrollment fee is a **one-time fee** that covers the cost of setting up the initial account. Due upon execution of the Joinder Agreement with each participant.

Annual Fees

The annual fee covers basic Trust Management, including monthly account review, reconciliation, and limited disbursements (4/month or 48/year). The Annual Fee is below, is based on the sub-account balance at the beginning of each quarter, then divided by 4 (number of quarters) and assessed quarterly.

Example: annual fee is \$735 ÷ 4 quarters = \$183.75. Your quarterly fee assessed will be \$183.75 for that quarter.

\$100,001+ -----	1.75%
\$50,001 to \$100,000 -----	1.8%
\$25,001 to \$ 50,000 -----	\$735 flat fee
\$10,001 to \$ 25,000 -----	\$630 flat fee
\$5,000 to \$ 10,000 -----	\$525 flat fee
\$0 - \$4,999 (Pilot) -----	\$200

Income Streams/Additional Deposits: \$25 per deposit or 5% per payment, if greater.

Income Streams are additional deposits and payments from annuities, structured settlements, and spousal maintenance.

Year-End Tax Filings (K-1, IRS Form 1041 & Grantor Letter): \$150 (assessed JAN/FEB)

Extended Services

- Trust Disbursements more than 4/month - \$25 per transaction
- Personal shopping, online orders, product/facility research, and gift card requests - \$25/request
- Beneficiary Assessment – Quality of Life Planning Meeting (at the trustee's discretion): \$250 - \$500
- PEX Card (Personal Exchange Debit Card)
 - Annual Membership - \$125/year
 - Unplanned/Emergency Uploads - \$25/request
 - Physical Receipt Management (organizing, scanning, filing) - \$30/batch
- Telephone Calls: more than 4 calls each month will be charged a consultation fee of \$25.00/call
- A special \$25 fee applies when requests for expedited or certified checks, wires, and payments.
- Shared Horizons' Team Members are available to meet annually for planning and budgeting; however, should additional meetings occur, including unscheduled office visits, the account will be assessed \$50 per visit or hour, if greater.

Stop Payment Check Request - \$50

Termination Fee - \$4,500

The termination fee is assessed when the individual account is closed for any reason except when depleted.

Termination Upon Death for the SELF-FUNDED/WESLEY VINNER TRUST ONLY:

- State Medicaid has a right to recover up to 50% of the balance for services provided;
- Shared Horizons, Inc. retains 50% of the balance for charitable purposes.

Shared Horizons will process requests for final disbursements within 30 days after reconciliation.

The Shared Horizons' Board of Directors reserves the right to amend the above fees at any time.

Board Approved 9/23 – for JAN '24 Implementation

**Shared Horizons, Inc.
Pooled Special Needs Trust
Fee Schedule**

PILOT PROGRAM

Shared Horizons, Inc. is a nonprofit organization created to manage a Pooled Special Needs Trust in the D.C. Capital Region. To extend services to diverse populations with disabilities who do not meet the minimum deposit requirement, the Board of Directors approved a Special Deposit Pilot Program to address the following needs:

1. There is a growing number of people with disabilities who are employed, with limited income that cannot sustain basic living expenses without continuing to receive Supplemental Security Income;
2. There is also a growing segment of this population who can sustain basic living expenses but have little to no health insurance and need to maintain their Medicaid eligibility due to a decrease in a state's required contribution to the cost of care;
3. There is a small percentage of people receiving public benefits, with no income, insurance, and no personal or medical needs to spend down;
4. Lastly, in response to the State of Maryland's Social Services Administration (SSA)/CW #19-6 designed to protect and preserve resources of young people in foster care, implemented to better assist with their transition to successful adulthood by establishing sub-accounts within the Pooled Special Needs Trust and transferring accumulated assets.

The above scenarios will affect public benefits if their assets exceed means-tested benefit thresholds unless transferred to a Social Security/Medicaid-approved Special Needs Trust.

Shared Horizons' Pooled Special Needs Trust acknowledged the need and implemented the following option for this population:

1. We reduced the minimum deposit to \$1,000 for a select group of people meeting at least one of the four needs listed above;
2. We reduced the enrollment fee (a one-time fee) to \$500
We reduced the annual fee to \$200 if the sub-account balance is under \$5,000.

ALL OTHER FEES APPLY AS OUTLINED IN EXHIBIT E – FEE SCHEDULE

3. We reserve the right to hold sub-accounts under \$25,000 in cash equivalent accounts – earning monthly interest only.
4. Once a Pilot account accrues \$5,000 or more, it will function as a standard account.

Interested parties must sign a Joinder Agreement, which binds them to Trust rules and procedures according to the Master Trust Document.