

Beneficiary Name

**WESLEY VINNER MEMORIAL TRUST
ADMISSION PROCESS**

An Individual Account may be established by the **individual**, his or her **family member**, a **legal guardian, conservator, or by a court**.

Once initial contact is made expressing interest in the Trust, and it is determined that admissions criteria have been met, the following process will be implemented:

A) An initial meeting is scheduled with the individual with disabilities and his or her representative/grantor. At the meeting, Shared Horizons will:

- Provide an overview of Shared Horizons and the Trust options:
- Review the trust procedures and fee schedule
- Review the Joinder Agreement
- Provide an information folder

B) The party may provide a cashier/bank/certified/escrow check made payable to:

Wesley Vinner Memorial Trust

Mgo q<FBO (for benefit of) [name of beneficiary]

If a personal check is provided, disbursements can be made after the check has cleared (12 – 14 days). In accordance to banking rules and regulations, the trust cannot accept third party checks of any kind. All deposits must be made payable to Wesley Vinner Memorial Trust OR Shared Horizons. Inc. Wires are also accepted. Wiring instructions provided upon request.

The check may be provided when submitting the Joinder Agreement or it may be delivered to:

Shared Horizons, Inc.

ATTN: Vinner Memorial Trust

4301 Connecticut Avenue, NW, Suite 140

Washington, DC 20008

C) Once the Joinder Agreement is signed the beneficiary and/or grantor will assist Shared Horizons in developing a Quality of Life Plan. Shared Horizons will use this plan as a guide when developing the beneficiary's budget and when approving requests.

Office Use Only

Acceptance Date:	Funding Date:	Funding Amount:	TA:
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JOINDER AGREEMENT

For

Name of beneficiary

THE WESLEY VINNER MEMORIAL TRUST

The undersigned, _____, the Grantor, in consideration of the covenants, promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts the Declaration of Trust (the "Declaration") of Shared Horizons, Inc. (the "Settlor"), dated July 8, 2004, establishing THE WESLEY VINNER MEMORIAL TRUST (the "Trust"), last amended January 24, 2011. By joining the Trust through this Joinder Agreement (the "Agreement"), the Grantor establishes an Individual Account, as described in the Declaration, for _____ as Beneficiary. This Agreement and the Individual Account created hereunder become irrevocable upon acceptance of the Agreement by the Trustee.

BENEFICIARY INFORMATION

 NAME

 RESIDENTIAL ADDRESS

 CITY STATE ZIP

 TELEPHONE EMAIL

 SOCIAL SECURITY # DOB

BENEFITS: CHECK ALL THAT APPLY

SSI SSDI MEDICAID HOUSING

OTHER: _____

AGENCY/PROVIDER/FAMILY CONTACT

ALL CORRESPONDENCE

 NAME RELATIONSHIP

 ADDRESS

 CITY STATE ZIP

 TELEPHONE EMAIL

GRANTOR INFORMATION:

 NAME RELATIONSHIP

 ADDRESS

 CITY STATE ZIP

 TELEPHONE EMAIL

ALL CORRESPONDENCE

COURT LETTERS OF AUTHORIZATION ATTACHED

DESCRIBE DISABILITY BELOW: (Beneficiary)

ANTICIPATED DEPOSIT: \$ _____

SOURCE OF FUNDS DEPOSITED:

TYPE OF TRUST ACCOUNT:

CHECK ALL THAT APPLY

STANDARD (over \$5,000)

PILOT (under \$5,000)

MD FOSTER CARE PROGRAM

Definitions

- 1.1 **The Trustee.** The “Trustee” means the individual employed in that capacity by Shared Horizons, Inc., and THE WESLEY VINNER MEMORIAL TRUST, or his or her successor or successors.
- 1.2 **Terms of art used or defined in the Declaration.** All terms of art used or define in the Declaration, including without limitation “supplemental needs,” “supplemental care,” “public benefits,” and “disabled,” shall have the same meaning as used or defined in the Declaration.

Article II

Disbursements from Individual Account During Life of Beneficiary

- 2.1 **Rules for distributions during the life of the Beneficiary.** Distributions from the Beneficiary’s Individual Account may be made during the life of the Beneficiary in accordance with the provisions below.
- 2.2 **Quality of Life Plan.** A Quality of Life Plan shall be established for the Beneficiary and shall be attached to this Joinder Agreement as *Exhibit B* and incorporated herein by reference thereto. The Quality of Life Plan may be amended from time to time and shall be reviewed by the Trustee at least annually. Such Quality of Life Plan shall include an individualized supplemental needs plan, which the Trustee shall consider, in his or her sole and absolute discretion, when reviewing a request for any distribution from the Beneficiary’s Individual Account.
- 2.3 **Benefit Solely for Beneficiary.** The Beneficiary’s Individual Account will be administered solely for the benefit of the Beneficiary.
- 2.4 **Distributions Pending Preparation of Supplemental Needs Plan.** Pending the final preparation of an individualized supplemental needs plan for the Beneficiary, any non-support items that are required for maintaining the Beneficiary’s health, safety, and welfare may be provided for the benefit of the Beneficiary when, in the sole and absolute discretion of the Trustee, such needs are not being met by any public agency, or are not otherwise being provided by any other source available to the Beneficiary.
- 2.5 **Discretion of Trustee; Use of Assets: Desires for Use of Assets.** The Grantor recognizes and acknowledges that all distributions are subject to the Trustee’s sole and absolute discretion, and that the Trustee shall only make distributions solely for the Beneficiary’s supplemental needs and supplemental care. With this recognition and acknowledgment in mind, the Grantor has expressed the Grantor’s desires as to how assets in the Individual Account might be used on behalf of the Beneficiary during the Beneficiary’s lifetime. Said expressions are contained in *Exhibit D* attached hereto and incorporated herein by reference.
- 2.6 **Notice of Application for Public Benefits and Approval, Denial or Termination of Benefits.** In order to enjoy the benefits of the Trust to the fullest extent possible, the Beneficiary, or the Beneficiary’s representative, is hereby required to notify the Trustee whenever the Beneficiary:
- i) applies for public benefits;
 - ii) has an application for public benefits approved;
 - iii) has an application for public benefits denied; and/or,
 - iv) has public benefits terminated.

Notice shall be in writing, by certified mail, return receipt requested, to Trustee at the address set forth below in section 5.7 *Notices*. Such notice shall be made within 10 (ten) days of the event for which notice under this paragraph are required. In no event shall the Trustee be liable for making disbursements which result in a reduction of public benefits, a termination of public benefits, or ineligibility for public benefits when the Trustee did not have actual notice of such public benefits at the time such disbursements may have been made or requested.

Article III

Distributions Upon the Beneficiary's Death

3.1 **Payment of taxes, administrative expenses and debts prior to final distribution.** To the extent permitted by law, the Trustee shall pay any charges and fees due the Trust; taxes due to any State or the Federal government by reason of the death of the Beneficiary; income taxes due to any State or the Federal government by reason of income earned by the Individual Account; reasonable fees for administration of the Trust estate and for terminating and wrapping up the trust, including (without limitation) accountings, court filings, and the like.

3.2 **Share of Individual Account assets retained by Trust after the death of the Beneficiary.** The Trustee shall retain 50% of the final value of the Individual Account, following payments made pursuant to the previous section.

3.3 **Distributions to pay State Medicaid to extent of its payments on behalf of Beneficiary.** Funds not retained by the Trustee shall be distributed to the State Medicaid program to the extent said program has made expenditures on behalf of the Beneficiary.

3.4 **Distribution to Heirs or Designees of Beneficiary.** Funds not retained by Trustee nor distributed to the State Medicaid program shall be distributed to heirs or designees of the beneficiary as provided in the Quality of Life Plan.

Article IV

Trustee Fees

4.1 **Trustee fees.** Trustee fees shall be charged in accordance with *Exhibit E* attached hereto and as amended from time to time.

Article V

Miscellaneous Provisions

5.1 **Amendments.** The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, provided any such amendment is consistent with the Declaration and any then-applicable law.

5.2 **Taxes.** The Grantor acknowledges that:

- i) the Trustee has made no representations to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise;
- ii) Individual Account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary, subject to applicable exemptions and deductions; and

iii) Individual Account income may be taxable to the Trust, and when this is the case, such taxes shall be payable directly from the Individual Account whose income gives rise to such taxes to be paid; the Trustee may allocate taxes among Individual Accounts in any reasonable way, in his sole and absolute discretion.

5.3 **Additional Information Concerning Grantor and Beneficiary.** Additional information concerning the Grantor and the Beneficiary hereunder, as may be required by the Trustee, shall be provided by the Grantor. The Grantor hereby warrants that such information is true and complete to the best of the Grantor's knowledge as of the time of the Grantor providing such information. The Trustee shall be entitled to rely on such information in performing his or her duties hereunder toward the Grantor and/or the Beneficiary without being required to make further inquiry as to its accuracy or completeness. The sufficiency of such information shall be determined by Trustee in his or her sole and absolute discretion.

5.4 **Successor Grantor.** The Grantor shall identify one or more individuals who shall serve in his or her stead in the event of disability or death, said individuals to be identified as Successor Grantors in *Exhibit B*. The Trustee may, in his or her sole discretion, waive the designation of a Successor Grantor.

5.5 **Governing Law.** This Joinder Agreement is created under and governed by the law of the District of Columbia.

5.6 **Accountings.** The Trustee shall provide a quarterly statement of account to the beneficiary, grantor and/or representative, and the case manager. The statement will include all distributions from, charges against, and credits to the Individual Account. A year-end report of the prior fiscal year will be provided to the individuals above, as well as, the Social Security Administration and Medicaid within 60 days following the end of the calendar year.

5.7 **Notices.** Any notice, information or document required to be provided pursuant to this Agreement shall be sent by first class mail, postage prepaid, to the Grantor at the address provided and to the Trustee at **4301 Connecticut Avenue, NW, Suite 140, Washington, D.C. 20008**. The Grantor and the Trustee shall provide notice of any change of address to which notice is to be sent.

5.8 **Claims against the Trust or Trustee by anyone other than a Grantor Or Beneficiary.** In the event of a dispute between the Trust or Trustee and anyone other than a Grantor or Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or the Trust, the Trustee may in his discretion charge the cost, including, without limitation, attorneys fees, of defending against such suit to the Individual Account, if any, in question. With respect to any Individual Account, damages are limited to the total of all contributions made to the Individual Account less all administrative costs and legal fees charged to the Account and actual distributions made to or for the benefit of the Beneficiary.

5.9 **Authority of Grantor to Contribute on Behalf of Beneficiary.** The Grantor shall furnish to the Trustee such proof as the Trustee, in his or her sole and absolute discretion, satisfying him or herself that the Grantor has the requisite status under law to contribute to the Trust on behalf of the Beneficiary. A copy of all such proof shall be attached hereto as *Exhibit C*. The sufficiency of such proof shall be determined by the Trustee in his or her sole and absolute discretion. Further, such proof shall be deemed to be conclusive evidence that the Grantor enjoys the requisite status to contribute. The Trustee shall in no event be required to inquire further as to the accuracy, veracity, authenticity, or completeness of any proof submitted by the Grantor.

5.10 **Agreement Understood by Grantor.** The Grantor hereby agrees to and acknowledges that the Grantor:
i) has reviewed this Joinder Agreement and fully understands the terms;

- ii) has had a full, complete, and fair opportunity to seek the advice of legal counsel concerning this Joinder Agreement, whether or not the Grantor has done so;
- iii) agrees to be bound by the terms of this Joinder Agreement, and said Agreement is binding on the Grantor’s heirs, successors, and assigns; and
- iv) is not executing this Joinder Agreement because of any promises, covenants or representations other than those contained in this Joinder Agreement and the Declaration.

5.11 **Agreement Constitutes Entire Understanding Between Parties.** This Joinder Agreement, together with the Declaration attached hereto as *Exhibit A* and incorporated herein by reference, constitutes the entire understanding between the parties. No promises, agreements or representations, expressed or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an addition or amendment to this Joinder Agreement, and signed by the parties.

5.12 **Conflict Between Documents.** To the extent that any conflicts may arise between this Agreement and the Declaration, the terms of the Declaration shall control.

5.13 **Severability.** Any provision of this Joinder Agreement that is adjudged invalid or unenforceable under the laws of any place where the terms of the Agreement are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Agreement.

5.14 **Section Headings.** Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Joinder Agreement or the Declaration.

The undersigned Grantor has signed this Joinder Agreement on this ____ day of _____, _____, and the Trustee has accepted and signed this Joinder Agreement on this ____ day of _____, _____.

GRANTOR’S SIGNATURE

Please Print Name

Address

Grantor’s Attorney/POA Signature (if applicable)

Please Print Name

TRUSTEE’S SIGNATURE

Please Print Name

4301 Connecticut Avenue NW, STE 140
Washington, DC 20008

Exhibit A

**PLACEHOLDER FOR
DECLARATION OF TRUST
(THE MASTER TRUST DOCUMENT)
Amended January 24, 2011**

EXHIBIT A

**Document available upon request,
also kept on file at agency/provider.**

Exhibit B

QUALITY OF LIFE PLAN " **To Be Completed AFTER Funding**

Beneficiary's Name

Date of Meeting

Participants:

Beneficiary Information:

Assessing Strengths (include decision-making, interests, lifestyle, etc.)

Needs: (include: clothing allowance, entertainment, travel, hobbies, medical – not covered by Insurance)

Name of Representative authorized to make requests on beneficiary's behalf:

Name Agency

Address (Telephone Number

Successor Grantor(s):

Re:

Beneficiary Name

Exhibit C

PROOF OF GRANTOR

The Following document was presented by the grantor as proof of authority to establish a sub-account with Shared Horizons' Wesley Vinner Memorial Trust. Please select all that apply:

Guardian

Conservator

Special Conservator

POA (Point of Attorney)

Parent

Grandparent

Court Representative with Order

Self

Other: _____

Grantor Signature

Date

Please Print Name

Date

Exhibit D

GRANTOR'S DESIRED USE OF ASSETS

I, _____, Grantor of this sub-account within the Trust recognize and acknowledge all disbursements are subject to the Trustee's sole and absolute discretion; and that the Trustee shall only make disbursements solely for the Beneficiary's supplemental needs and care. With this in mind, it is the desire of the Grantor to use the assets for the sole benefit of the Beneficiary during his or her lifetime for:

Any Supplemental Need

Supplemental Needs Limited To:

I also understand this may be amended at any time, via written consent, by the Grantor or during the annual account review.

Grantor's Signature

Date

Exhibit E

Standard Minimum Deposit is \$5,000

Enrollment Fee \$1,300

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

Annual Fees

The annual fee cover's basic Trust Management including: monthly account review, reconciliation, and limited disbursements (4/month or 48/year). The Annual Fee is below and is based on the sub-account balance.

Balances of \$45,001 and up	1.7% of balance
\$25,001 to \$ 45,000	\$700 flat fee
\$10,001 to \$ 25,000	\$600 flat fee
\$0 to \$ 10,000	\$500 flat fee

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): \$100 (assessed JAN 30)

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 Trustees discretion): \$250 - \$500
- PEX Card (Personal Exchange Debit Card)
 - Annual Membership - \$100/year
- Unplanned/Emergency Uploads - \$20/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 & budgeting, however, should additional meetings occur, including unscheduled office visits, the account will be assessed \$50 per visit or per hour, if greater.

Stop Payment Check Request - \$40

Termination Fee - \$2,500

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

Requests for final disbursements will be processed within 30 days after reconciliation.

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

UPDATED JANUARY 2020

Exhibit E - 1

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; and due to a decrease in a state's required contribution to cost of care;
3. There are 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 ON EXHIBIT D – 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.