

as listed in SI 01120.203B.3.a. The Trust Account must provide payback for any State(s) that may have provided medical assistance under the State Medicaid plan(s) and not be limited to any particular State(s). Meaning, if the Beneficiary received Medicaid in more than one State, then the amount distributed to each State shall be based on each State's proportionate share of the total amount of Medicaid benefits paid by all States on behalf of the Beneficiary. Additionally, depending on State policy, payback may also not be limited to any particular period of time, i.e. payback cannot be limited to the period after establishment of the Trust Account.

Any remaining funds after Medicaid payback shall be distributed to the following Remainder Beneficiaries:

Name: N/A

Relationship to Beneficiary (Donor): N/A

Social Security or EIN #: N/A

Share of the remainder (amount or percentage): N/A

IMPORTANT! If more than one Remainder Beneficiary is listed above, and a specific share of the remainder is not directed in the space provided, payment will be made in equal shares to the Remainder Beneficiaries. Further, if after due diligence the Remainder Beneficiaries cannot be located, or the designated non-profit charitable Remainder Beneficiary went out of business, any remaining funds shall be distributed to Life Services.

4. Funding Schedule

a. Upon acceptance of the Joinder Agreement by the Trustees, the Beneficiary (Donor) agrees to fund the **LIFE SERVICES COMMUNITY TRUST II** as follows:

- i. Lump Sum: \$ _____ (estimated amount)
1. Origin of Lump Sum:
 - a. Assets accrued via work, government entitlement programs (such as Social Security) and investment over the lifetime of the Beneficiary (Donor).
 - b. Inheritance
 - i. Will / Instrument of Inheritance Attached & Details:
 - c. Settlement:
 - i. Settlement Order Attached & Details:
 - d. Other:
 - i. Applicable Documents Attached & Details:
 - ii. Excess Income
 1. Currently Monthly Amount:
 - iii. Other Assets:

Note: more than one selection may be made and funding amounts can vary and can include any funds that become available over time, including but not limited to, the Beneficiary's excess monthly income.

b. Acknowledgment of Minimum Funding Requirements:

The undersigned Beneficiary (Donor) hereby acknowledges the Trust will make no expenditures on the Beneficiary's behalf until the Trust Account is funded with at least Twenty Thousand Dollars (\$20,000).

The initial minimum contribution of Twenty Thousand Dollars (\$20,000) is waived, if the Life Services Community Trust II opens an account solely for Excess Income Deposits.

5. Legal and Tax Consequences of Joinder Agreement

The undersigned Beneficiary (Donor) acknowledges that the signing of this document creates a legal agreement and contributions to the trust account may have tax consequences. The Beneficiary (Donor) acknowledges that s/he has been advised to consult with an attorney and tax advisor before signing this Joinder Agreement. Once signed by the Beneficiary (Donor) and accepted by the Trustees, this Joinder Agreement may not be amended or revoked.

6. Administration of the Trust Account Pursuant to the LIFE SERVICES COMMUNITY TRUST II

The undersigned Beneficiary (Donor) acknowledges that all contributions made to the Trust Account will be held and administered pursuant to the provisions of the LIFE SERVICES COMMUNITY TRUST II, including any amendments to the Trust made after the date of this Joinder Agreement. The provisions of the LIFE SERVICES COMMUNITY TRUST II are incorporated herein by reference. The Joinder has received and reviewed a copy of the LIFE SERVICES COMMUNITY TRUST II prior to signing this Joinder Agreement. The Trustees shall have sole and absolute discretion as to accept or refuse additional deposits into the Beneficiary (Donor)'s Trust Account.

7. Waiver of Potential Conflicts of Interest

THE UNDERSIGNED JOINDER ACKNOWLEDGES THAT A POTENTIAL CONFLICT OF INTEREST EXISTS AS FOLLOWS:

IN THE ADMINISTRATION OF THE LIFE SERVICES COMMUNITY TRUST II BECAUSE THE TRUST IS ESTABLISHED BY DISABLED AND ALONE/LIFE SERVICES FOR THE HANDICAPPED, INC. AND DISABLED AND ALONE/LIFE SERVICES FOR THE HANDICAPPED, INC. IS ACTING AS CO-TRUSTEE.

DISABLED AND ALONE/LIFE SERVICES FOR THE HANDICAPPED, INC. MAY HAVE AN INTEREST IN THE TRUST ACCOUNTS FOR THE BENEFIT OF OTHER DISABLED INDIVIDUALS.

IN THE ADMINISTRATION OF THE TRUST, THE TRUSTEES ARE PERMITTED TO DISBURSE TRUST FUNDS TO DISABLED AND ALONE/LIFE SERVICES FOR THE HANDICAPPED, INC. ON BEHALF OF BENEFICIARIES, PROVIDED EXPRESS WRITTEN CONSENT HAS BEEN PROVIDED BY THE BENEFICIARY.

DISABLED AND ALONE/LIFE SERVICES FOR THE HANDICAPPED, INC. MAY RECEIVE FEES IN PAYMENT FOR SERVICES AS CO-TRUSTEE OF THE LIFE SERVICES COMMUNITY TRUST II AS WELL AS FEES ASSOCIATED WITH ITS ADVOCACY SERVICES.

THE JOINDER IS AWARE OF THE EXISTENCE OF THIS POTENTIAL CONFLICT OF INTEREST AND EXPRESSLY WAIVES ANY AND ALL CLAIMS AGAINST THE TRUSTEES AND ANY SUCCESSOR TRUSTEES ON ACCOUNT OF SELF DEALING, CONFLICT OF INTEREST OR ANY OTHER ACT RELATED TO THEIR AFFILIATION WITH THE DISABLED AND ALONE/LIFE SERVICES FOR THE HANDICAPPED, INC.

Date:

Beneficiary (Donor)

State of New York)
) ss.:

County of _____)

On the _____ day of _____, in the year_____, before me, the undersigned, 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 the within instrument and acknowledged to me that the individual executed the same in the individual's capacity, and that by the individual's signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

The foregoing Joinder Agreement is hereby accepted by the undersigned on behalf of the **LIFE SERVICES COMMUNITY TRUST II.**

Date: _____

Trustee

LIFE SERVICES COMMUNITY TRUST II

JOINER AGREEMENT ADDENDUM

BENEFICIARY: _____

All information and material within this document is effective January 1, 2021

BACKGROUND INFORMATION, BENEFITS AND AUTHORIZATIONS

1. ID / Social Security Card

Valid Government issued picture ID and Social Security Card (or other proof of Social Security Number) is required to be provided prior to opening an account.

2. Living Arrangements (check as many as apply)

With parents / other family

Independently (no housemate / roommate / significant other)

Independently with spouse (Bill payment notes):

Independently with housemate / roommate / significant other (Bill payment notes):

Residential Services funded via OPWDD (ICF / CF / IRA / Self-Director Waiver / TBI Waiver / Other Program) (Specify):

Residential Services funded via the Office of Mental Health (SRO / Apartment Programs / Group Homes / Private or State Facilities / Other Program) (Specify):

Assisted Living (Medicaid or Private Pay) (Notes):

Nursing Home (Medicaid or Private Pay) (Notes):

If living with others, how are Utilities (Cable / Internet / Phone, etc.) split:

Other (Describe):

3. Benefits

Medicaid (Notes):

Medicaid Number:

Medicare (Notes):

Medicare Number:

SNAP (Food Stamps), Amount:

Rent Subsidy via HUD or Section 8 (Notes):

Rent Subsidy / Supplement OPWDD – OMH (such as Self-Direction or TBI Waiver), Amount:

Other:

4. Disability Determination for Trust Eligibility

The Beneficiary is receiving SSI or SSDI (Indicate which type):

If no finding of disability from Social Security Administration, provide details as applicable:

Denial – Appeal Status (Notes):

Over resource limits to apply for Social Security Supplemental Security Income (will apply upon asset transfer to Trust) (Notes):

New York State forms DSS 1151 or LDSS 486T completed, submitted and pending approval (Notes):

Basic description of disability / diagnosis:

Proof of disability required, indicating your claim number (such as benefits award letter, Form SSA-1099, annual rate letters, other correspondence indicating type of Social Security Income).

The Life Services Community Trust II is a Trust developed for use by individuals with disabilities according to federal and state law. Life Services, by agreeing to accept assets and funds into the Trust, per the Joinder Agreement, agrees only to manage the trust funds in accordance to 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 SPONSOR / ESTABLISHER / BENEFICIARY / DONOR to determine whether donor is "disabled" as that term is defined under federal law and to determine if they have the legal authority to transfer assets and funds to fund the Trust, and what impact that a transfer of property to the Trust will have on the beneficiary's eligibility to obtain or maintaining government entitlement benefits.

5. Income (Current – Estimated)

Supplemental Security Income (SSI), Amount:
Social Security Disability Income (SSDI), Amount:
Social Security Retirement Income (SSA), Amount:
Typical date of receipt of Social Security Funds:
Other source of income / amount / frequency:

6. SSI Reduction for Payment of In-Kind Support and Maintenance (ISM)

The Beneficiary is receiving SSI.

Yes, there will there be distribution requests for ISM.

If yes, a signed copy of the SSI ISM letter is required.

At this time there is **no** anticipated distribution requests for ISM.

ISM is defined as:

- Food
- Mortgage (including property insurance required by the mortgage holder)
- Real Property Taxes (less any tax rebate/credit)
- Rent
- Heating Fuel
- Gas
- Electricity
- Water
- Sewer
- Garbage removal

7. ABLE Account Information & Requested Account Funding

The beneficiary **is** eligible for an ABLE Account (has a qualifying disability prior to age 26).

The beneficiary **has** an ABLE Account.

The Beneficiary **will** request ABLE Account contributions from the Trust.

- Name of ABLE Account / State Provider:
- Exact Name on the Account (Beneficiary Name used):
- Account Number:
- Mailing Address for Funding:
- Required Information (if any) for Funding:
- Will the beneficiary or other interested parties be making contributions (Yes / No):
 - o If yes, what type of contribution (General or Work)
 - and how much per month / year:

- What is the requested Trust funding (General Contribution) per month / yea (this will count towards the annual total of General Contribution limit of \$15,000):

It is not the duty of the Trust to assure that trust contributions do not exceed the annual General Contribution limits or that the total value of the account does not exceed the SSI cap. It is the policy of the Trust to fund the trust throughout the year – not one lump sum contribution for the year.

8. Excess Income

The beneficiary **has** an Excess Income Requirement.

- If yes, provide a copy of the Determination Form.
- If yes, please complete the Attached Excess Income Life Services Approval to Withdraw and Transfer Funds from Beneficiary Personal Checking / Savings Account Form. If this form is not completed, then the Beneficiary / Guardian / Power of Attorney / Authorized Contact – Beneficiary Representative will be submitting payment by check.

Please note:

- It is the responsibility of the Beneficiary / Guardian / Power of Attorney / Authorized Contact – Beneficiary Representative to notify the Trust for any changes in the amount of the monthly Excess Income, or the account where the funds are being electronically withdrawn (if applicable).
- Notification of changes must occur in advance to permit modification of the transfer amount.
- Notifications will be accepted by email (BillPay@ACTforLifeServices.org), Fax (212-532-3588) or Mail (ACT for Life Services, PO Box 340, New Hyde Park, NY 11040-0340). The notification must identify the Beneficiary, effective change date, new Excess Income amount.
- It is not the duty of the Trust to verify the amount of the Beneficiary’s Excess Income to assure that it is correct. The Trust will simply list the amount received on the monthly statement.
- Life Services is unable to advise or determine the Beneficiary’s Excess Income monthly amount.

9. Guardianship

None

Court appointed Guardian for the Beneficiary (Person)

Court appointed Guardian for the Beneficiary (Person and Property)

Court appointed Guardian for the Beneficiary (Property)

If yes, a copy of the Decree and Letters of Guardianship (Article 17A) OR Guardianship Order and Commission (Article 81) are required.

Guardian Name:

Address:

Phone:

Email:

Standby Guardian Name:

Address:

Phone:

Email:

10. Power of Attorney / Health Care Proxy

None

Power of Attorney Name:

Address:

Phone:

Email:

Successor:

Health Care Proxy Name:
Address:
Phone:
Email:
Successor:

If yes to either, please provide a copy of the POA / HCP.

11. Representative Payee

None
Representative Payee Name:
RepPayee Agency:
Address:
Phone:
Email:

If yes, please provide a copy of authority.

12. Authorized Contact – Beneficiary Representative – Online Trust Account Access - Statements

At least one authorized contact must be provided (in order of succession, if more than one). The active (only one at a time) Authorized Contact is the individual whom may provide and receive information and requests to the trust (in addition to the Beneficiary). If the Beneficiary is unable to name additional Authorized Contacts at a future date, the active Authorized Contact or the Trust Sponsor / Establisher, Guardian and/or Power of Attorney can do so.

The Beneficiary **will** receive a Trust Statement.

Guardian Name:

If there is a Guardian of the Person / Property, then they will be the Authorized Contact Person – Beneficiary Representative and shall receive Trust Statements, Tax Forms and be able to Submit Disbursement Requests and Requests for Purchases and have online access (if available from the co-trustee).

Relationship to Beneficiary:

Address:

Phone:

Email:

The Guardian is also the Beneficiary Representative.

Power of Attorney:

If there is a Power of Attorney, then they will be the Authorized Contact Person – Beneficiary Representative and shall receive Trust Statements, Tax Forms and be able to Submit Disbursement Requests and Requests for Purchases have online access (if available from the co-trustee).

Relationship to Beneficiary:

Address:

Phone:

Email:

Authorized Contact – Beneficiary Representative Name (only if different from guardian/POA):

Relationship to Beneficiary:

Address:

Phone:

Email:

Receive Trust Statements (Yes / No):

Receive Tax Forms (Yes / No):

Submit Disbursement Requests (Yes / No):

Submit Requests for Purchases (Yes / No):

Online Trust Account View Access is requested by the Beneficiary, the Guardian, Power of Attorney or the Active Authorized Contact – Beneficiary Representative, authorization is granted for release of that person's name, contact information and email addresses to the co-trustee for use in electronic communications and online trust account access.

13. Burial / Funeral Arrangements

The Beneficiary has secured a pre-paid burial / cremation / funeral plan.

If yes, provide a detailed copy of the agreement and any other information pertaining to the funeral.

Funeral expenses will only be paid pursuant to a Medicaid eligible pre-need funeral arrangement established and funded prior to the Beneficiary's death. In addition to the pre-need funeral arrangements, we strongly encourage that along with the completion of a New York Appointment of Agent for Disposition of Remains form be completed. **Funeral expenses may not be paid after the Beneficiary's death.**

14. Letter of Intent

Yes there is a signed Letter of Intent to provide directions the Trustees of the Life Services Community Trust II

There is **No** signed Letter of Intent to provide directions the Trustees of the Life Services Community Trust II

If yes, please provide a copy of the Letter of Intent.

15. Trust Funding

The Trustees shall have the sole and absolute right to accept or refuse additional deposits to the Trust Account.

16. Taxes

- The Beneficiary / Sponsor / Establisher / Donor acknowledges that contributions to this trust are not tax deductible as charitable gifts, or otherwise.
- Trust Account income may be taxable to the Beneficiary.
- Any Beneficiary with taxable income will be issued a K-1 Form. This form must be reported on the Beneficiary's personal income tax returns.
- Taxable income by the Trust, but not distributed via Beneficiary disbursements during each year will be calculated at the Trust tax rate and reported on the Trust tax returns. Any tax incurred within the Trust will be allocated to the applicable Beneficiaries and will be deducted from their sub-account.

17. Submission of Trust Materials Packet to Medicaid, Social Security or Other

Please identify who should receive the completed Trust Packet to submit to Medicaid or Other (it is not the responsibility of the Trust to submit these materials):

Beneficiary

Authorized Beneficiary Representative Name:

Relationship to Beneficiary:

Address:

Phone:

Email:

Please identify how many packets are required:

It is the responsibility of the SPONSOR / ESTABLISHER / BENEFICIARY / DONOR / AUTHORIZED CONTACT – BENEFICIARY REPRESENTATIVE to submit Trust documents to Medicaid, Social Security and/or other government agencies for approval.

18. General Requirements of Beneficiary (Guardian / Power of Attorney, Authorized Contact – Beneficiary Representative)

It is the responsibility of the Beneficiary or their representatives to notify the trust of any changes in any of the above information.

Dated: _____

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR

LIFE SERVICES COMMUNITY TRUST II JOINDER AGREEMENT ADDENDUM

BENEFICIARY: _____

All information and material within this document is effective January 1, 2021

APPLICATION AND MINIMAL FUNDING REQUIREMENTS

Application Fee to Join the Trust

A one-time fee to process the Joinder Agreement and materials to assure eligibility to participate in the Trust. This fee will be taken at the time the Trust Account is funded. This fee only applies if the Beneficiary is depositing less than \$100,000 into the Trust, or who are not using the Life Services Comprehensive Six-Month Planning Program. **\$250**

Minimal Funding Amount for Expenditures

Required Trust Account funding for expenditures and services to begin: **\$20,000**

The Trust will make no expenditures on behalf of the beneficiary until the Trust Account is funded with at least Twenty Thousand Dollars (\$20,000).

The initial minimum contribution of Twenty Thousand Dollars (\$20,000) is waived, if the Life Services Community Trust II opens an account solely for Excess Income Deposits.

FEE SCHEDULE

Non-Active Account:

Is defined as a funded Trust Account with no expenditures on behalf of the Beneficiary.

• **Annual Flat Fee** **None**

• **Annual Percentage Fee**

As determined by the balance in each Trust Account on the last day of each month, charged in the following month. The balance includes the value of any property held in the trust.

- o For \$1 to \$20,000 in the account: **0%**
 - o For \$20,001 to the first \$1,000,000 in the account: **1.00% per year, pro-rated monthly**
 - o On the next \$1,000,000 in the account: **0.65% per year, pro-rated monthly**
 - o On the next \$3,000,000 in the account: **0.55% per year, pro-rated monthly**
 - o Assets in excess of \$5,000,000 in the account: **0.45% per year, pro-rated monthly**
- **Co-Trustee / Custodians of the Funds Percentage Fee** **0.9% per year, pro-rated monthly**

As determined by the balance in each Trust Account on the last day of each month, charged in the following month. The balance includes the value of any property held in the trust.

At the time of the account opening, the Non-Active Account Fee Schedule will be applied. Upon written request, for accounts in excess of \$20,000, the trust may start making expenditures on behalf of the Beneficiary, which will convert this account to an Active Account Fee Schedule. When conditions change, the Trust Account fee status will be automatically changed and implemented by Life Services.

Active Account:

Is defined as a Trust Account with ongoing or anticipated expenditures on behalf of the Beneficiary.

• **Life Services Annual Flat Fee** **\$750**

For accounts valued under \$100,000, this fee will be taken at the time the Trust Account is funded (pro-rated based on the number of remaining months in the year) and at the beginning of each calendar year thereafter.

• **Life Services Annual Percentage Fee**

As determined by the balance in each Trust Account on the last day of each month, charged in the following month. The balance includes the value of any property held in the trust.

- o For the first \$1,000,000 in the account: **1.00% per year, pro-rated monthly**
- o On the next \$1,000,000 in the account: **0.65% per year, pro-rated monthly**
- o On the next \$3,000,000 in the account: **0.55% per year, pro-rated monthly**
- o Assets in excess of \$5,000,000 in the account: **0.45% per year, pro-rated monthly**

- **Co-Trustee / Custodians of the Funds Percentage Fee** **0.9% per year, pro-rated monthly**
As determined by the balance in each Trust Account on the last day of each month, charged in the following month.

At the time of the account opening, the Active Account Fee Schedule will be applied.

Additional Fees for Funded Accounts:

- **K-1 / Grantors and Other Trust Tax Preparation Fees (if required)** **\$190**
- **Life Services Account Closure Fee** **\$500**

Expense Ratio for Investment Funds Held by the Trust

Each asset held by the trust has an internal management fee (the Expense Ratio). The annualized Weighted Average Expense Ratio percentage (for assets held by the Trust) is estimated to be:

- Life Services Community Trust II **0.1695%**

As investment holdings change on an ongoing basis, the current Weighted Average Expense Ratio is available upon request.

Trust Expenditures for Supplemental Items

Any purchases that the Trust makes on behalf of the Beneficiary will be charged at the actual cost to the Trust Beneficiary, including applicable sales tax. The Life Services tax exempt status does not apply to Trust purchases for Trust Beneficiaries.

Trust Expenditures for Supplemental Personal Advocacy Services (Optional)

Personal Advocacy services are charged at the Life Services current rate, which is determined by the actual cost of the Personal Advocate (including travel time), with an additional 25% overhead charge based on the cost of the Personal Advocate. In addition to the Personal Advocate costs, all costs for transportation and expenses will also be charged to the Trust Account.

Trust Expenditures for True Link VISA Debit, True Link Cash Card (Representative Payee Only), KeyBank MasterCard and Other Similar Options (Optional)

If any Debit, Cash (Representative Payee Services only), Credit Card or other similar programs are made available by Life Services to a Trust Beneficiary and/or used on their behalf, the cost of the program will be charged to the Beneficiary's trust account.

- True Link VISA Debit & True Link Cash Card (Social Security RepPayee Only) Monthly Flat Fee: **\$10**
- KeyBank MasterCard **\$0**

Life Services as Representative Payee for Trust Beneficiary for Social Security Income (Optional)

If a Trust Beneficiary requires Representative Payee Services for Social Security Income and;

- Does not receive these through a residential / service program;
- Has no available relatives to serve as Representative Payee;
- Has a funded trust account with Life Services, and;
- And only if mutually agreed to by the Trust Beneficiary (or their Guardian of the Person / Power of Attorney / Beneficiary Representative) and Life Services;

Then with approval of the Social Security Administration, Life Services may elect to become a Trust Beneficiary's Representative Payee. Fees for this service will be charged to the Trust Account of the Beneficiary (not to Social Security funds). Fees will include:

- Life Services Annual Flat Fee: **\$600**

This fee will be taken at the time the services is implemented (pro-rated based on the number of remaining months in the year) and at the beginning of each calendar year thereafter.

- KeyBank Fee Monthly Flat Fee: **\$5**

Other Fees and Fee Information

- Trust expenses and fees are deducted before payment of Beneficiary requested disbursements.
- Trust Accounts being fully expended (in addition to the closing fee) will have prior year plus current year tax preparation fees deducted from the account. All calculated taxes owed will be deducted from the account prior to final disbursements from the account, closing the Account.
- Taxes incurred on trust assets will be deducted from the account balance at least annually.
- In the event that Life Services has to do more than receive, review and approve a bill and must take action to obtain the bills, clarifications of the bill, perform extensive data entry to verify credit card charges on behalf of the Beneficiary and/or place on-line orders (more than simply approving and placing the order) on behalf of the Beneficiary, at Trustees discretion, a fee of \$50.00 per occurrence will be charged.
- All fees and pricing are subject to change without prior notice. Notification of fee and pricing changes will be provided via posting the updated fee schedule at: www.ACTforLifeServices.org emailed and/or mailed to the Sponsor / Establisher / Beneficiary / Donor / Guardian / Power of Attorney, Authorized Contact – Beneficiary Representative, as applicable.

TRUST EXPENDITURES FOR SUPPLEMENTAL ITEMS

The following items or services will not be purchased by the Life Services Trust:

- Any items regarded as illegal under local, state or federal law.
- Bail or Bond.
- Cash distributions will never be made to the Beneficiary.
- Gift Cards.
- Illegal Drugs under local, state or federal law.
- Prostitution.
- Weapons, Firearms or Ammunition.

Disbursements:

- All disbursement requests shall be reviewed and approved on an individual basis.
- Disbursements for expenses incurred more than 90 days prior to submission of a disbursement request form shall not be paid.
- All disbursements shall be made at the sole and absolute discretion of the Trustee.
- No disbursements will be made after the death of the beneficiary, even for expenses incurred or due prior to death.
- Disbursements shall only be made to third party service providers and vendors that are legitimate registered businesses or employment services in which all employment taxes and fillings are prepared and have the required insurances in place.
- No Disbursements will be made to the Beneficiary – only to third parties.

Life Services will only purchase items on behalf of the Beneficiary with specific requests from the Beneficiary, Guardian, Power of Attorney, Residential Services Provider, Authorized Contact and/or Beneficiary Representative. These requests can be by phone, but preferably via email, fax or in letter form in a legible format. Life Services may also provide Advocacy Services to go shopping with a Beneficiary to purchase items together (with advance arrangement and with the cost of the advocate being charged to the Beneficiary).

- For Online/Website order requests, the requested item(s) must be exactly identified, including sizes and colors. Life Services will only order items that do not require any ordering decisions by Life Services. These types of orders may take up to two weeks to process (not including shipping).
 - o Life Services will only use secure websites.
 - o Life Services will not order from websites based outside of the United States.
 - o Life Services will not place online orders when delivery is expected to take over one-month or with unknown delivery dates.

- Life Services will not make purchases via PayPal, Venmo (or similar services), Bitcoin or other digital currencies.
- For Online/Website orders, it the responsibility of the Beneficiary to receive all orders and if needed to return them if they are not correct, don't fit, etc. at the cost of the Beneficiary. The Trust will not reimburse the account for expenditures made if the Beneficiary does not return them and/or identify that they did not receive the order in a timely manner.
- For Online/Website orders, Life Services reserves the right to not fulfill requests from websites that are not secure, are located overseas and/or are potentially not legitimate sites.
- Arranging a Personal Advocate to shop with a Beneficiary may take several weeks. Advance notice and preparation is required.
- For all purchases made by Life Services on behalf of a Beneficiary, it is not the policy of Life Services to automatically purchase extended warranties or service agreements without the express written request of the Beneficiary to do so.

Life Services may pay a credit card bill on behalf of the Beneficiary if presented with the credit card bill and receipts for all purchases that payment is being requested for. Only appropriate expenses will be paid by the Trust, based on the Beneficiary's government entitlement benefits (to not reduce or eliminate them) and will not include: gifts for others, meals for anyone other than the Beneficiary, activity expenses for anyone other than the Beneficiary (unless the Beneficiary could not participate in the meal or activity without the assistance of another person, family member, paid staff or volunteer). Up to two weeks may be needed to process the credit card bill on behalf of the Beneficiary. It is the sole responsibility of the Beneficiary to identify any purchases that are not for the sole benefit of the Beneficiary, or that are considered food and shelter expenses.

- No payments for cash advances from a credit card may be made by the Trust.
- Any failure to identify that expenses are not for the sole benefit of the Beneficiary, when detected will not be paid and may result in Life Services no longer agreeing to pay for the Beneficiary's credit card bills.

For Beneficiaries over the age of 21, the Trust may:

- Purchase (and/or pay for via the personal credit card of a Beneficiary) tobacco products, such as cigarettes, cigars and electronic smoking materials.
- Purchase (and/or pay for via the personal credit card of a Beneficiary) alcoholic beverages, provided:
 - There is no guardian for the Beneficiary.
 - The Beneficiary acknowledges purchases of alcoholic beverages for their personal consumption, will not negatively impact or jeopardize their health status.

BILL PAYMENTS PROCESS, PROCEDURES, MAIL AND ELECTRONIC BILL PAYING TIME FRAMES AND OTHER INFORMATION

General

- Upon opening of a Trust Account, Life Services will provide (if requested) a one-time training and set-up session to facilitate orders at no cost to the Beneficiary (not to exceed two hours) to assist the Beneficiary to avoid service charges for billing and ordering on-line items.
- The Trust will only pay bills if they meet the following conditions:
 - The Trust Beneficiary is named on the bill / invoice.
 - The Trust Beneficiary's address is on the bill / invoice.
 - For credit bills, the entire bill (all pages) and all receipts being requested for payment are provided, in full.
 - The vendor / service provider's full name and address is on the bill / invoice.
 - The date that the service is provided to the Trust Beneficiary is indicated.
 - The description of the service or product being purchased is provided.

Checks (mailed):

Upon the submission of bill payment materials to KeyBank (prior to the cut-off time) on a business day, KeyBank processes those payments that day / overnight. Overnight, the postal service picks up the prepared checks for mailing and the checks are postmarked and mailed on the next business day.

- For example, payments authorized on Monday, checks are dated / postmarked / mailed on Tuesday (if authorized on Friday, the checks are postmarked and mailed on Monday).
- All checks are mailed from the Cleveland Ohio region.
- Neither Life Services nor KeyBank is responsible for mail delivery and no postal service on holidays or Sunday. Neither are we responsible for the processing time and posting of payments for any businesses that are being paid. Once payments are received by the business – it typically takes 2-5 business days to be posted to an account.

Electronic Bill Payments:

Upon the submission of bill payment materials to KeyBank (prior to the cut-off time) on a business day, KeyBank processes those payments that day / overnight. The payment is then sent out electronically on the next business day.

- Even if payment is sent electronically, payment is not instantaneous. Business days, holidays, processing and posting payments to an account at any business may take 2-5 business days.
- Payment timing is not something that Life Services or KeyBank has any control over. All that can be identified is that the payment left KeyBank and was received by the business. If there was a problem with the transaction – KeyBank receives a notification the morning of the next business day.

For payments made by check (mailed), until there is a significant delay in the payment being received and/or processed by the vendor (at least 10-business days after the payment was made), Life Services will not take any action. After 10-business days, a stop-hold can be issued on a check and a replacement check issued

To monitor bill payment status and account information, please select Online Trust Account View Access for the Authorized Contact Person / Beneficiary Representative in section 12 (above).

Life Services, on a case-by-case basis, may purchase a cell phone and service agreement on behalf of a Beneficiary for their personal use only. If any other use of the cell phone is detected, if the cell phone is used for any illegal or illicit purposes, the cell phone services will be immediately terminated and all expenses related to the termination of the cell phone (penalties for early termination, remaining charges, etc.) will be charged to the Beneficiary Account.

On an annual basis, the Beneficiary will receive a Grantor Letter or K-1 Tax Form from the Trust (if required). It is the responsibility of the Beneficiary to annually file individual Local, State and Federal Tax Returns. At the Beneficiaries request, Life Services can refer the Beneficiary to a CPA. Tax preparation and taxes are permissible Trust expenses and if requested by the Beneficiary, the expense may be charged to the Beneficiary Account.

Life Services will require a legal review (at the cost of the Beneficiary) to insure that liability protections are available and in place prior to the purchase of any motorized vehicle by the Trust. If protections and funds are determined not to be adequate to protect the Trust from potential liability, then Life Services will not permit the Trust to purchase a motorized vehicle for the Trust Beneficiary. If the Trust purchases a motorized vehicle, the Trust will place a Lien on the motorized vehicle.

Life Services may permit, if there are adequate funds, the Trust to pay for Beneficiary legal services (such as, but not limited to: criminal defense and preparation of Last Will and Testament, Health Care Proxy, Power of Attorney and guardianship expenses), but only with a cost limited contract (no open ended exposure) with the provider of the legal services.

Life Services, may permit, if there are adequate funds, for the Trust to pay any legal medical treatments (under local, state or federal law), for Trust Beneficiaries not otherwise covered by government entitlements or private insurance (including family planning and contraception).

Forms and Information Required to Close a Trust Account:

Upon the death of the Beneficiary, Life Services will require immediate notification of the death and be provided a Certified Copy of the Death Certificate, before the account is closed and remaining funds disbursed.

Verification of Excess Income Deposit Into a Trust Account:

In addition to the Excess Income Deposit being listed on the Monthly Statement, upon request, Life Services can verify a deposit. Please call Life Services and/or email BillPay@ACTforLifeServices.org with the specific request (time frame) and provide the name, title, email and/or mailing address of the individual requesting this information. For individuals using the Online Trust Account View Access, this information is also available for downloading as there.

REVIEW OF DISBURSEMENT DENIAL

In the event that a Trust Disbursement Request by or on behalf of the beneficiary is denied, the two-step process for review of this decision is as follows:

1. An informal request for reconsideration by the Beneficiary or their Authorized Contact – Beneficiary Representative for reconsideration is made to the Executive Director of Life Services:
 - a. Contact the Executive Director (phone / email / mail / fax) to request reconsideration, providing additional information to the Executive Director about why the disbursement request denial should be reversed or modified.
 - b. Within two weeks of being provided the full request for reconsideration materials to the Executive Director, the Executive provide a written response as to their determination, approving, denying or modifying the request.
 - c. For disbursement requests under \$500, the decision of the Executive Director is final.
2. For disbursement requests in excess of \$500, if upon review by the Executive Director, the disbursement request denial is maintained and/or the modification is not sufficient for the Beneficiary, then:
 - a. A written request for reconsideration can be made (via the Executive Director) to the Program Committee of the Life Services Board of Directors.
 - b. Within four weeks of being provided the full written request for reconsideration, the Program Committee will provide a written response as to their determination, approving, denying or modifying the request.
 - c. The decision of the Program Committee of the Board of Directors is final.
3. Other
 - a. In the event that the Disbursement Request is time sensitive, the process may be expedited.
 - b. In the event that the beneficiary or their representative does not agree with the annual (monthly) spending budget, as set by Life Services, there may be one request for reconsideration of the budget amount per year. Any single or multiple disbursement denials made by Life Services due to the request(s) exceeding the budget, will be treated as one request per year, regarding the established annual (monthly) spending budget and will not be reviewed every time a request exceeds the budget.
 - c. There shall be no monthly or repeated requests for reconsideration for the same (or essentially the same) requested disbursement.
 - d. Review of disbursement denials not included in this policy, include:
 - i. Failure to provide the required documentation to pay a bill (such as a receipt for a credit card or a complete credit card bill) or failure to meet payment standards, or other basic supplemental needs trust requirements.
 - ii. Requests that violate the terms of the trust (such as gifts for others).

- iii. Requests that reduce or eliminate government entitlement benefits (such as SSI) without the completion and submission of the SSI ISM letter.

Any expenses for reconsideration (such as, but not limited to a legal review, property inspection, etc.) shall be charged to the Beneficiary Trust Account.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR ACKNOWLEDGMENTS AND RECEIPT OF THIS TRUST INFORMATION PACKET, FEE SCHEDULES AND OTHER CONDITIONS

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges that they received, read and understood this entire Addendum, which is incorporated by reference to the Joinder Agreement.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges the validity, construction, and all rights under this Addendum shall be governed by the laws of the State of New York. The situs of this Trust for administrative, account and legal purposes shall be in the County of New York.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges Life Services is not assuming any responsibility as counsel for the Sponsor / Establisher / Beneficiary / Donor, or providing any legal advice as it relates to the consequences of a transfer of property to the Trust. The Trustees in their discretion may require an intermediary to assist in the administration of the Beneficiary's Trust Account. The cost of which may be charged to the sub-trust account.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges that an individual requesting and/or receiving disbursements in contravention of the Master Trust Agreement and the Joinder Agreement will be required to repay the amount disbursed.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges that they are responsible to comply with Medicaid regulations and policies concerning disclosure of Trust Assets.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges that they are solely responsible for determining whether the Trust meets the needs of the Beneficiary and acknowledges that they have had the opportunity to consult with their attorneys, and other individuals knowledgeable in this field before seeking participation in the Trust.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges that if they request and if the Trust pays for Food and Shelter expenses, this may result in a reduction or elimination of their Supplemental Security Income, the creation of a co-payment, spend down and/or elimination of Medicaid benefits, or a negative impact on other entitlement benefits that the Beneficiary is receiving. In addition, the Beneficiary (Sponsor / Establisher / Beneficiary / Donor / Guardian / Power of Attorney, Authorized Contact – Beneficiary Representative) acknowledges that it is their sole responsibility to notify the applicable governmental entities of the Trust's payment for Food and Shelter Expenses paid on their behalf.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges and approves that in the administration of the Trust, the trustees are permitted to disburse Trust funds to Disabled and Alone/Life Services for the Handicapped, Inc. on behalf of the Beneficiary, with this express written consent.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges and approves that the monthly and annual mailed statements to the Trust Beneficiary (Sponsor / Establisher / Beneficiary / Donor / Guardian / Power of Attorney, Authorized Contact – Beneficiary Representative), represent an informal monthly and

informal annual accounting of the Account for the Beneficiary, and meet the requirement of the Master Trust Document for an annual accounting. If an additional Formal Trust Accounting is desired, the Trust Beneficiary (Sponsor / Establisher / Beneficiary / Donor / Guardian / Power of Attorney, Authorized Contact – Beneficiary Representative), must request this.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges the following: The Life Services Community Trust II is a Trust developed for use by individuals with disabilities according to federal and state law. Life Services, by agreeing to accept assets and funds into the Trust, per the Joinder Agreement, agrees only to manage the trust funds in accordance to 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 SPONSOR / ESTABLISHER / BENEFICIARY / DONOR to determine whether donor is “disabled” as that term is defined under federal law and to determine if they have the legal authority to transfer assets and funds to fund the Trust, and what impact that a transfer of property to the Trust will have on the beneficiary’s eligibility to obtain or maintaining government entitlement benefits.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges the following:

- It is the responsibility of the Beneficiary / Guardian / Power of Attorney / Authorized Contact – Beneficiary Representative to notify the Trust for any changes in the amount of the monthly Excess Income, or the account where the funds are being electronically withdrawn (if applicable).
- Notification of changes must occur in advance to permit modification of the transfer amount.
- Notifications will be accepted by email (BillPay@ACTforLifeServices.org), Fax (212-532-3588) or Mail (ACT for Life Services, PO Box 340, New Hyde Park, NY 11040-0340). The notification must identify the Beneficiary, effective change date, new Excess Income amount.
- It is not the duty of the Trust to verify the amount of the Beneficiary’s Excess Income to assure that it is correct. The Trust will simply list the amount received on the monthly statement.
- Life Services is unable to advise or determine the Beneficiary’s Excess Income monthly amount.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges the following: Regarding ABLE account funding transfers from the Trust, it is not the duty of the Trust to assure that trust contributions do not exceed the annual General Contribution limits or that the total value of the account does not exceed the SSI cap. It is the policy of the Trust to fund the trust throughout the year – not one lump sum contribution for the year.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR if Online Trust Account View Access is requested by the Beneficiary, the Guardian, Power of Attorney or the Active Authorized Contact – Beneficiary Representative, authorization is granted for release of that person’s name, contact information and email addresses to the co-trustee for use in electronic communications and online trust account access.

SPONSOR / ESTABLISHER / BENEFICIARY / DONOR hereby acknowledges that any revisions to the following sections:

- Fee Schedule;
- Trust Expenditures for Supplemental Items;
- Bill Payments Process, Procedures, Mail and Electronic Bill Paying, Time Frames and Other Information;
- Review of Disbursement Denial; and
- Sponsor / Establisher / Beneficiary Donor Acknowledgments and Receipt of Trust Information Packet, Fee Schedules and Other Conditions will not require new signatures authorizing the changes and that the revisions to this document and will be posted at www.ACTforLifeServices.org and emailed and/or mailed to the Sponsor / Establisher / Beneficiary / Donor / Guardian / Power of Attorney, Authorized Contact – Beneficiary Representative, as applicable.

Disabled and Alone/Life Services for the Handicapped, Inc. may receive fees in payment for services as Co-Trustee of the Life Services Community Trust II, as well as fees associated with its Advocacy Services, if provided to the Beneficiary.

Disabled and Alone/Life Services for the Handicapped, Inc. may receive fees in payment for services as Co-Trustee of the Life Services Community Trust II, including attorney fees for expenses generated specifically related to the Beneficiary Account.

Dated: _____

_____ **SPONSOR / ESTABLISHER / BENEFICIARY / DONOR**



BY APPOINTMENT ONLY: 1441 Broadway, 6th Floor PMB #6135 | New York, NY 10018-1905
MAILING ADDRESS: ACT for Life Services | PO Box 340 | New Hyde Park, NY 11040-0340

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FAX: (212) 532-3588

Info@ACTforLifeServices.org
ACTforLifeServices.org

Disabled and Alone / Life Services for the Handicapped, Inc.
Referred to as: Life Services, Life Services for the Handicapped, and ACT for Life Services