

Coordinated Care Alliance NY, Inc.

My Choice Community Trust I  
(A Pooled Trust for People with Disabilities)

Master Trust Agreement

Coordinated Care Alliance NY, Inc.  
258 Genesee Street  
Utica, New York 13502

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(A Pooled Trust for People with Disabilities)

Master Trust Agreement

THIS TRUST made this day of \_\_\_\_\_, 2025 by and between Coordinated Care Alliance NY, Inc., a New York not-for-profit corporation, as Settlor; and Coordinated Care Alliance NY, Inc., a New York not-for-profit corporation as Trustee (“Trustee”), and a financial institution as selected by Coordinated Care Alliance NY, Inc. (“CCANY”) in accordance with the terms of this Master Trust Agreement as a Limited Co-Trustee (“Limited Co-Trustee”), establishes MyChoice Community Trust I, a pooled trust, created for people with disabilities.

WITNESSETH:

WHEREAS, Settlor hereby establishes a Trust known as the MyChoice Community Trust I; and

WHEREAS, Settlor will deposit with Trustee and Limited Co-Trustee certain property and thereby establish this Trust known as the "MyChoice Community Trust I" solely for the purpose to further Settlor's mission to provide a full range of services for people with disabilities as more fully set forth herein.

NOW, THEREFORE, IT IS AGREED that the Trustee shall administer, hold and dispose of the Trust property as more specifically set forth herein:

ARTICLE I

Name & Establishment

1.1 Name of Trust:

The name of the Trust shall be the MY CHOICE COMMUNITY TRUST I, a supplemental needs trust created pursuant to federal and state laws under the Omnibus

Reconciliation Act of 1993 (“OBRA ‘93”). OBRA ‘93 authorizes individuals with disabilities (as further defined herein) to place their assets in a pooled supplemental needs trust, provided that such trust is established, and the assets therein, are managed by a not-for-profit institution. Coordinated Care Alliance NY, Inc. is a New York not-for-profit corporation that is also recognized under the Internal Revenue Code as a 501(c)(3) tax exempt corporation.

1.2 Establishment of Trust & Compliance with Federal and State Law:

This Trust is established as authorized by and is intended to comply with the provisions of 42 USC 1396(p)(d)(4) (commonly known as “OBRA ‘93), New York Social Services Law Section 366(2)(b)(iii)(B), the New York State Department of Health and the rules and regulations promulgated thereunder, and the terms of this Trust shall be construed in accordance with the foregoing. The Trustee shall provide to New York State and/or the appropriate county social services department and/or social service districts as may be established by the State of New York such notices that may be required by statute and/or regulation.

ARTICLE II

Trust Purpose Eligibility, Acceptance & Remainder

2.1 Trust Purpose:

The express purpose of this Trust is to provide for the collective management and distribution of the Trust Estate on behalf of eligible beneficiaries (the "Disabled Beneficiary" referred to in the Joinder Agreement, otherwise referred to as “Beneficiary” in this Trust Agreement) who are disabled as defined in Social Security Law Section 1614 (a) (3) [42 USC 1382c(a)(3)] for whom trust accounts (each hereinafter called a "Sub-Trust Account") are established and upon the death of the Beneficiary, the funds that are received by the Trust shall be retained by the MYCHOICE COMMUNITY TRUST 1 and administered by the Trustee to further the express

purpose of the Trust as more fully stated below. A Sub-Trust Account may be established through the actions of the disabled individual, their parent(s), their grandparents, their legal guardian(s), or a court. This Trust is intended to provide, in the sole and absolute discretion of the Trustee, extra and supplemental services and benefits for the care, support, comfort, education and training of the Beneficiaries in addition to, and over and above, benefits the Beneficiaries already receive, are entitled to receive or may receive or be entitled to receive, now or in the future, from any federal, state or local government program, agency or department resulting from their present or future, intellectual, physical, psychological or developmental disabilities.

## 2.2 Donor's Intent:

Except as the Donor's ("Donor" shall mean the person who is contributing property) intent is otherwise expressed in the Joinder Agreement, the Donor declares that in creating the Trust account provided for the Beneficiary, the Donor's primary purpose is to benefit the Beneficiary for all reasonable expenditures, as to both income and principal and not to preserve the principal for the benefit of any remainderman. The Donor directs that this purpose be carried out in determining any questions which may arise between the interests of the Beneficiary and the remainderman.

It is the Donor's intent that the Beneficiary be treated and recognized as a full member of his/her family with the opportunity to participate in family activities, lifestyles and purchases, so long as those purchases are for the primary benefit of the Beneficiary. Therefore, it is Donor's intent that the Trustee has the broadest powers to encourage the Beneficiary's involvement with his/her family, and not be hampered nor prevented from making any expenditure which is appropriate for the benefit of the Beneficiary so long as that expenditure is for the primary benefit of the Beneficiary and provides no more than a

collateral benefit to any family member(s) of the Beneficiary. Nothing benefits the Beneficiary exclusively, as he/she is a beloved member of a family unit. Notwithstanding the above, the Trustee retains full and complete discretion to determine the appropriateness of said expenditures.

2.3 Amounts Remaining in Sub-Trust Account Upon Death of Beneficiary:

(a) Monies Retained by Trust: Notwithstanding anything to the contrary contained herein, any and all amounts remaining in a Beneficiary's Sub-Trust account upon the death of any Beneficiary shall be credited to the "Remainder Sub-Trust Account" which amounts shall be retained by the Trust and administered in accordance with applicable federal and New York State laws and regulations. The "Remainder Sub-Trust Account" is the separate account maintained by the Trustee to which shall be credited any and all amounts remaining in a separate Sub-Trust Account maintained for a Beneficiary, upon the death of said Beneficiary.

The Trustees may use the funds in the Remainder Sub-Trust Account for the purpose of providing direct supplemental needs assistance to any individual who is disabled pursuant to Social Security Law Section 1614(a) (3) and 42 USC 1382c (a) (3), whether or not such individual is a current beneficiary of the Trust. Amounts in the Remainder Sub-Trust Account shall also be available to the Trustee for the purpose of providing indirect supplemental needs assistance to or on behalf of individuals with disabilities. Such indirect expenditure(s) may consist of, but are not limited to, education, training, advocacy, and such other incidental services or products which meet the need(s) of any current or potential Beneficiary of the Trust or has the effect of heightening the awareness of the general community to the special needs of

individuals with disabilities, including distributions to any other 501(c)(3) organization(s) that provides any of the above services for the benefit of individuals with disabilities. Amounts in the Remainder Sub-Trust Account shall also be available to the Trustees of the Trust to meet any and all reasonable administrative and/or operating expenses incurred by the Trust.

(b) Monies Not Retained by the Trust: To the extent that amounts remaining in a Beneficiary's Sub-Trust Account upon such Beneficiary's death are not retained by the Trust and credited to the Remainder Sub-Trust Account, the Trustee shall cause the Trust to pay to the appropriate State(s) from such remaining amounts in the Sub-Trust Account an amount equal to the total amount of medical assistance paid on behalf of said Beneficiary under said State(s) Medicaid plan(s). To the extent that the Trust does not retain the funds in the Remainder Sub-Trust Account, the State(s) shall be the first payee(s) of any such funds and the State(s) shall have priority over payment of other debts and administrative expenses except as listed in the Social Security Administration's Program Operations Manual (POMS) SII 120.203B.3.a.

#### 2.4 Eligibility

(a) Eligible Beneficiaries: This Trust is open to individuals, who by reason of their disability(ies) as defined in Social Security Law Section 1614 (a)(3) and 42 USC 1382c(a)(3), shall be eligible beneficiaries of this Trust. Individuals do not become a Beneficiary of the Trust unless he/she is admitted by the Trustee as a Beneficiary of the Trust. The Trustee retains the sole discretion to admit or not admit any individual as a Beneficiary of the Trust.

(b) Funding Trust Accounts: The Trust is established as of the day and year first above written. It shall be effective as to any Beneficiary upon execution of a Joinder

Agreement, and only after proper certification by the Trustee. A sample Joinder Agreement is attached hereto. Upon delivery to and acceptance by the Trustee of cash, its equivalent, or then marketable securities, the Trust, as to the Beneficiary, shall be irrevocable and said property shall be non-refundable. Additional deposits to fund the Sub-Trust account shall be accepted at any time during the year. Said Contributions are to be administered in accordance with the Joinder Agreement, subject to proper certification by the Trustee.

2.5 Acceptance:

The Settlor hereby establishes this Master Trust for the convenience of Donors, Beneficiaries and their families. If a Joinder Agreement is executed incorporating the provisions of this Master Trust by reference, and the Joinder Agreement has been approved by the Trustee, the Trustee agrees to hold, administer, and distribute the income and principal of the Trust in accordance with the terms and provisions hereinafter set forth.

ARTICLE III

Expenditures

3.1 Disbursements of Income and/or Principal

(a) Disbursements: The Trustee may, at its discretion, disburse trust income or principal to purchase property or services for each Beneficiary, consistent with the purposes and objectives as referred in this instrument. Disbursements shall be made according to the interests and location of each Beneficiary, taking into account the services and financial resources legally available to him or her from any source.

(b) Disbursement Conditions: Notwithstanding the above, it is the further intent of the Settlor that no distribution be ordered in contravention of the intent of the Trust and of 42 U.S.C. 1396p(d)(4)(C), Social Services Law 366 (2)(b)(2)(iii)(B) and the New York Estate

Powers and Trusts Law (EPTL) Section 7-1.12. This provision is intended to negate and eliminate any discretion granted to any Court by the New York Estates, Powers and Trust Law Section EPTL Section 7-1.6. The Settlor intends that those funds provided by any third party be utilized for the "supplemental needs" of the Beneficiary. Settlor intends that if the Trustee receives any contributions from the Beneficiary, whether as an outright gift or pursuant to a Court Order, that these Trust assets are to be protected by the terms of this Supplemental Needs Trust. The Settlor and Trustee intend that the Beneficiary have the same property rights as any other person who does not have a disabling condition.

Notwithstanding the provisions above, the Trustee in consultation with a legal guardian, if any, may make distributions to meet the Beneficiary's need for food, clothing, shelter or health care even if such distribution may result in an impairment or diminution of the Beneficiary's receipt or eligibility for government benefits or assistance, but only if the Trustee determines (i) that the Beneficiary's basic needs cannot be met adequately without such expenditure, and (ii) that it is in the Beneficiary's best interests to suffer the consequent effect, if any, on the Beneficiary's eligibility for, or receipt of, government benefits or assistance; provided, however, that if the mere existence of the Trustee's authority to make distributions pursuant to this subparagraph shall result in the Beneficiary's loss of government benefits or assistance, regardless of whether such authority is actually exercised, this subparagraph shall be null and void and the Trustee's authority to make such distributions shall cease and shall be limited as otherwise provided herein to supplement and not supplant any government entitlement.

**3.3 Change of Residence:** If the residence of Beneficiary changes from the State of New York to another State, distributions may cease until appropriate arrangements for the distribution of funds can be made within the Beneficiary's new State of residence.

## ARTICLE IV

### Fees

4.1 Fees: The Trustee shall be entitled to an annual fee from each Sub-Trust account. The annual fee shall be calculated based upon the Sub-Trust account's status and in accordance with the published fee schedule then in effect which is subject to and may change from time to time. In addition to the Annual Fee other fees may be assessed from time to time in accordance with the published fee schedule then in effect, including but not limited to the fee paid to the Co-Trustee.

## ARTICLE V

### Administrative Provisions

5.1 Selection of Limited Co-Trustee: Coordinated Care Alliance Ny, Inc. (hereinafter "CCANY") shall, on an annual basis, evaluate the performance of the financial institution which is serving as a Limited Co-Trustee and either reappoint the same or appoint a new Limited Co-Trustee.

"Limited Co-Trustee": shall mean a financial institution employed by the Trustee to advise it, to handle all Trust investments, and to render all accountings of funds held on Trustee's behalf under custodial, agency, and other Agreements. The Trustee retains ultimate managerial control over the Trust, including any discretionary disbursements to or on behalf of beneficiaries, overall investment strategy and core managerial duties as defined in POMS SI01120.225.

5.2. Board of Managers: CCANY shall appoint a Board of Managers to carry out its duties as Trustee. The Board of Managers shall report to the Trustee on all matters pertaining to the Trust.

5.3 Accountings: The Trust shall be operated on a calendar year basis. The Trustee, or its authorized agent, shall maintain records for each Trust Sub-Trust account in the name of, and showing the property contributed for, each Beneficiary. Periodic accountings, not less often than annually, shall be sent to each Beneficiary and/or the authorized representative(s) or designee(s) of each Beneficiary, showing all additions to and all disbursements from, the funds held on account in a Sub-Trust for that Beneficiary during the preceding calendar year. The Trustee shall file the accounting with the appropriate court having jurisdiction over the Beneficiary as may be required.

5.4 Trustee Powers: The Trustee shall have full power and authority in its absolute discretion, without recourse to any court or any notice whatsoever, to do all acts and things necessary to accomplish the purposes of this Trust, and to perform the Trustee's duties as such and to receive, hold, manage, and control all the income arising from the Trust and the corpus thereof and do such other acts and things concerning the Trust as may be advisable, including, but not limited to, all powers conferred upon fiduciaries by New York's Estates, Powers and Trusts Law ("EPTL"), as of the date of the execution of this Master Trust, and all such powers conferred upon the Trustee by said statute are hereby incorporated into this Trust by reference.

5.5 Assignment & Pledging: No money or property of the Trust or of any Sub-Account shall be pledged, assigned, transferred, sold in any manner anticipated, charged or encumbered by any Beneficiary, remainderman or other Beneficiary hereunder, except by operation of law, or be in any manner liable while in the possession of the Trustee for his/her or their debts, contracts, obligations, or engagements, voluntary or involuntary, or for any claims, legal or equitable, against such Beneficiary or remainderman. No Trust property shall be available to any Beneficiary or remainderman until actually delivered to or for the benefit of him or her.

## ARTICLE VI

### Indemnification

6.1 Liability: The Trustee and Limited Co-Trustee shall not be liable for, or responsible in any way or manner, any error of judgment unless either or both shall have acted in bad faith and/or with willful misconduct. Every action taken by the Trustee or Limited Co-Trustee shall be presumed to be a fair and reasonable exercise of the powers and duties vested in or imposed upon the Trustee and Limited Co-Trustee and, in the absence of affirmative evidence to the contrary, the Trustee and Limited Co-Trustee shall be deemed to have exercised reasonable care, diligence, prudence, judgment, and good faith in the administration of this Trust and to have acted impartially as to all persons interested therein. In no event shall the Trustee or Limited Co-Trustee be liable on account of any default of the other, unless liability may be imposed upon such Trustee or Limited Co-Trustee for their own misconduct.

6.2 Protection: The Trustee and Limited Co-Trustee shall be fully protected in acting upon any instrument, certificate or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and the Trustee and the Limited Co-Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same conclusive evidence of the truth and accuracy of the statements therein contained.

6.3 Release from Inquiry: All persons dealing with the Trustee and the Limited Co-Trustee are released from inquiry into the decision or authority of the Trustee and the Limited Co-Trustee and to the application of any monies, securities, or other property paid or delivered to the Trustee.

6.4 Agents and Employees: The Trustee and each of its agents and employees, as well as its agents' and employees' heirs and legal and personal representatives, shall be and are hereby

indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties and against all costs and expenses, including attorneys' fees and disbursements and the cost of reasonable settlements imposed upon, asserted against, or reasonably incurred thereby in connection with or arising out of any claim, action, suit or proceeding in which he, she, or it may be involved by reason of being or having been a Trustee, whether or not he, she or it shall have continued to serve as such at the time of including such claim, liabilities, fines, penalties, costs or expenses or at the time of being subjected to the same. However, said persons and entities, or their heirs or legal representatives shall not be so indemnified with respect to matters as to which he, she or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty as such, by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which any such person or entity may be entitled as a matter of law or otherwise.

## ARTICLE VII

### Appointment of Successors

7.1 Trustee Resignation: In the event the Trustee resigns, the successor shall be selected and appointed by CCANY. If CCANY does not appoint a successor within thirty (30) days of its resignation its successor shall be selected and appointed by a court of appropriate jurisdiction in Oneida County, New York. Upon resignation, the Trustee shall prepare a final accounting which accounting shall be approved by the Board of Directors of CCANY and the successor Trustee, if required, shall seek approval by a court of appropriate jurisdiction in Oneida County, New York

7.2 Rights and Powers of Successor Trustees: Every successor Trustee or additional Trustee appointed to and accepting a Trusteeship hereunder shall have all the rights, title, powers, duties, exemptions and limitations of the original Trustee; but no successor Trustee shall in

any way be liable or responsible for anything done or omitted in the administration of the Trust prior to the date of becoming successor Trustee. The Trustee shall promptly notify the Beneficiaries and their representatives upon a change in Trustee.

## ARTICLE VIII

### Amendment and Termination of Trust

8.1 Amendment: CCANY shall have the right and power to amend the provisions of this Trust and the Joinder Agreement provided, however, that any such amendment shall not:

- a. alter the purpose or objective of the Trust;
- b. make gifts revocable that are otherwise irrevocable under this Trust or the Joinder Agreement;
- c. adversely affect a Beneficiary with respect to a prior executed Joinder Agreement.

8.2 CCANY is a corporation organized and existing under the Not-For-Profit Corporation law of the State of New York. CCANY is recognized as a qualified charitable organization under Section 501 (c) (3) of the Internal Revenue Code.

## ARTICLE IX

### Disclosure of Potential Conflicts of Interest

9.1 Potential Conflict of Interest: There may be a potential conflict of interest in the administration of the Trust since the Trust retains funds remaining in the Trust's Sub-Trust Accounts at the time of death of a Beneficiary. Funds remaining in the Trust may be used to pay for ancillary and/or supplemental services for Beneficiaries and potential beneficiaries which services may be rendered by an affiliate of CCANY or by CCANY itself.

9.2 Donor Awareness of Potential Conflict: The Donors executing the Joinder Agreements are aware of the potential conflicts of interest that exist in the administration of the Trust by

the Trustee. Any Donor executing a Joinder Agreement to this Master Trust hereby waives any and all claims against the Trustee on account of self-dealing, conflict of interest or any other act. The Trustee shall not be liable to the Donor or to any party for any act of self-dealing or conflict of interest resulting from their affiliations with CCANY or with any affiliate of CCANY or with any Beneficiary.

## ARTICLE X

### Miscellaneous

10.1 Situs: The Trust created by this Agreement has been accepted by the Trustee in the State of New York and will be initially administered by CCANY in the State of New York. The validity, construction, and all rights under this Agreement shall be governed by the laws of the State of New York. The situs of this trust for administrative and accounting purposes shall be in the County of Oneida, the location of the principal business of CCANY.

10.2 Invalidity of any Provision: Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

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IN WITNESS WHEREOF, the undersigned hereby subscribe to this MASTER TRUST, consisting of sixteen (16) pages, including these signature pages, on the date first above written.

Coordinated Care Alliance NY, Inc., as Settlor

By: \_\_\_\_\_  
As Its: Chairman

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

*On this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty Five, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public

Coordinated Care Alliance NY, Inc., as Trustee

By: \_\_\_\_\_  
As Its: Chairman

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

*On this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty Five, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.*

Notary Public

Pathfinder Bank, as Limited Co-Trustee

By: \_\_\_\_\_  
Its: Authorized Representative

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

*On this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty Five, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public