

THE MAINE POOLED DISABILITY TRUST
(A TRUST FOR PERSONS WITH DISABILITIES)

Sponsor Agreement Trust I

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

Form W-9 Must Accompany This Sponsor Agreement

The undersigned hereby establishes a Trust Account under the Maine Pooled Disability Trust, dated November 1, 2002, as amended, in the initial sum of \$_____. (The Trust requires an initial minimum sum of \$5,000.)

This document contains 8 pages. Please complete and submit all pages at the time of application.

1. Name of Sponsor: _____
(Sponsor must be disabled individual, parent, grandparent, legal guardian or a court)

2. Address of Sponsor: _____

3. Social Security Number of Sponsor: _____ - _____ - _____
A. US Citizen ____ Yes ____ No

If No, citizen of what country _____

4. Date of Birth of Sponsor: ____/____/____.

5. Telephone Number of Sponsor: (____)____ - _____

6. Email address of Sponsor: _____

7. Name of Beneficiary (Disabled Individual): _____

8. Social Security Number of Beneficiary: _____ - _____ - _____
A. US Citizen ____ Yes ____ No

If No, citizen of what country _____

9. Address of Beneficiary: _____

9a. Indicate Beneficiary's living situation (i.e. nursing home, assisted living, group home, own home, etc.)

10. Phone number of Beneficiary: _____

11. Email address of Beneficiary: _____

12. Beneficiary's Date of Birth: ____/____/____.

13. Relationship of Sponsor to Beneficiary: _____

If the Beneficiary has a legal representative (e.g., legal guardian, conservator, power of attorney, representative payee, or agent), what is the name, address, and relationship of such person to the Beneficiary:

14. Name: _____

15. Address: _____

16. Relationship: _____

If the Beneficiary has a case manager through DHHS or another social service agency, what is the name, address and telephone number of this person?

17. Name of case manager and agency: _____

18. Address: _____

19. Telephone: _____

20. Name, address and phone number of attorney involved, if any: _____

21. What is the source of funds used to open this sub account? Please be specific, i.e. beneficiary's own funds in XYZ bank; or insurance settlement from XYZ Company, etc.

22. Does Beneficiary receive Medicaid/MaineCare coverage? _____

23. Does Beneficiary receive Supplemental Security Income (SSI)? _____

24. Does Beneficiary receive other Social Security payments? ___Amount:_____Type:_____

25. If the Beneficiary receives Medicaid, what is the Medicaid card number: _____

26. List all other forms of government assistance that the Beneficiary receives:

27. If the Beneficiary is covered under any policy of health insurance, what is the insurer's name and address, and what is the policy number?

Insurer: _____ Policy No. _____

Address: _____

28. If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer's name and address, and what is the policy number?

Insurer: _____ Policy No. _____

Address: _____

29. What is the nature of the Beneficiary's disability? _____

30. If the Beneficiary has been medically diagnosed, what is the diagnosis? _____

31. What is the prognosis at this time? _____

32. Distribution of Sub-Account Upon the Death of the Beneficiary

A. Upon the death of the Beneficiary, fifty percent (50%) of the funds that are remaining in the Beneficiary's separate sub-account, after payments made pursuant to Article 8.1 or the Maine Pooled Disability Trust, shall be retained in the Trust and, in the Trustee's sole discretion, be used (a) for the benefit of other Beneficiaries of the trust, (b) to add disabled persons, as defined in 42 U.S.C. §1382c(a)(3), to the Trust as Beneficiaries (c) to be used for the benefit of other individuals who are disabled and who are not Beneficiaries of the trust in any manner and in the absolute discretion of the Trustee; (d) distributed to the State of Maine's Medicaid (MaineCare) program; and/or (d) used for the benefit of

charitable organizations, that help disabled individuals and that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code (or corresponding section or any future federal tax code), including but not limited to the Wardwell, a non profit association, whose principal office is located in Saco, Maine.

B. The remaining funds left in the Beneficiary's sub account, after payments pursuant to Article 8.1 of the Maine Pooled Disability Trust and after the Trust has retained its 50 percent (50%), pursuant to 23A above of this Sponsor Agreement, shall be available to and be used to reimburse the State of Maine (and any other state which has paid medical assistance benefits on behalf of the Beneficiary) an amount equal to the total medical assistance paid on behalf of the Beneficiary after due payment of any legal obligations of the trust.

- 33. If any funds remain in the designated Beneficiary's sub account, after Payments made pursuant to in 32A and 32B of this sponsor agreement, those funds shall be distributed as follows:

Name, address, and social security numbers of Remaindermen: In accordance with Maine law, a Notice of Trust will be sent to Remaindermen.

NOTE: Sums may be payable to Remaindermen only after any sums have been paid to the State of Maine, or other states, as required by law pursuant to the terms of Section 8 of the Trust Agreement and after the trust retains its fifty (50%) percent share, pursuant to 32A above.

NAME(S)	RELATIONSHIP TO SPONSOR	CURRENT ADDRESS(ES)	SS NUMBER

If more than one Remainderman is listed, payment will be made in equal shares to such of the Remaindermen as are living at the death of the Beneficiary, unless otherwise designated.

- 34. The provisions of this Sponsor Agreement may be amended as the Sponsor and the Trustees, may jointly agree, so long as such amendment is consistent with the Declaration of Trust, and the then applicable law.
- 35. Taxes: (a) The Sponsor acknowledges that the Trustees have made no representation to the Sponsor that contributions to the Trust are deductible as charitable gifts, or otherwise; (b) Trust and sub-account income, whether paid in cash or distributed in other property, may

be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended; and (c) Trust sub-account income may be taxable to the trust, and when this is the case, such taxes shall be payable from the trust sub-account.

- 36. The Trust is a pooled Trust, governed by the laws of the State of Maine, in conformity with the provision of 42 U.S.C. §1396p. amended August 10, 1993 by the Revenue Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law as from time to time amended, the law and regulations shall control.
- 37. The fees for joining the trust and the fees for trust administration are set out in the attached exhibit A, and are subject to change from time to time.
- 38. If the Beneficiary's residence changes from Maine to another state, distributions may cease until appropriate arrangements can be made within the sole discretion of the trustees. If appropriate arrangements cannot be made, the beneficiary's trust sub-account will be terminated by the trustees with the remaining sub-account property distributed according to paragraphs 32 and 33, except that any share described in paragraph 33 shall be distributed to beneficiary.
- 39. The Sponsor recognizes that all distributions are at the trustees' discretion. With this in mind, the Sponsor expresses the following desires as to how the funds in the trust sub-account might be used:

If the Sponsor would like a disbursement from the trust to be made at the time the sub-account is formed, please complete a disbursement request and submit to Maine Pooled Disability Trust, P.O. Box 887, Augusta, ME 04332 with the sponsor agreement.

- 40. When the trust sub-account contains less than \$25,000, the trustees in their sole discretion, may by a separate writing sent to the Beneficiary and Sponsor, limit the number of disbursements each year from the trust, and the services provided by the trust. It is anticipated that any trust sub-account containing less than \$25,000 will be limited in disbursements, and the only services that will be provided will be the actual disbursement of funds and accounting for such funds.

41. The trust sub-account will terminate in the trustees' discretion, if the property in the sub-account after payment of all expenses owed, is less than \$300. The remaining funds will be paid to the Beneficiary.

42. Sponsor requests that quarterly reports of the account, income tax information, verification of information forms and quality assurance surveys be sent to:

Name: _____

Address: _____

43. The undersigned Sponsor hereby acknowledges:

A. That the signing of this document constitutes a legal agreement and contributions to the Trust Account may have tax consequences. I have been advised to consult with my attorney and tax advisor before signing this Sponsor Agreement.

B That all contributions made to the Trust Account will be held and administered pursuant to the provisions of the Maine Pooled Disability Trust, including any amendments to the Trust made after the date of this Sponsor Agreement. The provisions of the Maine Pooled Disability Trust are incorporated herein by reference. I have received and reviewed a copy of the Maine Pooled Disability Trust prior to signing this Sponsor Agreement.

C. THAT A POTENTIAL CONFLICT OF INTEREST EXISTS IN THE ADMINISTRATION OF THE MAINE DISABILITY TRUST. THE TRUSTEES ARE INITIALLY APPOINTED BY THE WARDWELL AND MAY ALSO SERVE ON THE BOARD OF DIRECTORS OF THE WARDWELL WHICH MAY HAVE AN INTEREST IN THE TRUST ACCOUNTS FOR THE BENEFIT OF OTHER DISABLED INDIVIDUALS AND AS A POTENTIAL REMAINDER BENEFICIARY. IN THE ADMINISTRATION OF THE TRUST, THE TRUSTEES ARE PERMITTED TO DISBURSE TRUST FUNDS TO THE WARDWELL AND RELATED ENTITIES ON BEHALF OF THE DESIGNATED BENEFICIARIES. I AM AWARE OF THE EXISTENCE OF THESE POTENTIAL CONFLICTS OF INTEREST AND EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST THE TRUSTEES ON ACCOUNT OF SELF-DEALING, CONFLICT OF INTEREST, OR ANY OTHER ACT.

Sponsor

Date

Beneficiary's Name _____

Accepted by the Trustees of the Maine Pooled Disability Trust:

_____ Trustee	Date	_____
_____ Trustee	Date	_____
_____ Trustee	Date	_____

The Sponsor Agreement effective date is the date the agreement was signed by the last of the three trustees to sign. Trustee signatures transmitted to the Executive Director electronically have the same force and effect as signatures affixed to the sponsor Agreement in person.

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If you have questions, please contact the following:

Maine Pooled Disability Trust
P.O. Box 887
Augusta, Maine 04332
Tel: (207) 967-6072
Fax: (207) 480-1065
Email: mpdt@mainepooleddisabilitytrust.org

EXHIBIT A
Maine Pooled Disability Trust Fee Schedule
Fees Paid to Maine Pooled Disability Trust

1. A one-time joinder fee of \$900.00 to open a subaccount
2. An annual administrative fee of \$360.00 for each fiscal year beginning July 1 and ending June 30

The annual administrative fee will be waived for subaccounts with balances less than \$1,000.00 on July 1

For new subaccounts, the annual administrative fee will prorated at the rate of \$30.00 per month from date of funding through the next June 30.

3. Costs, fees and expenses related only to a specific subaccount will be charged to the subaccount affected
4. All professional fees, administrative expenses, charges and other fees and costs incurred in the administration, creation and/or protection of the Trust, unless directly attributable only to a specific subaccount, shall be charged generally against the Trust and shall be paid prior to allocation of net income to any of the Trust subaccounts, or out of the principal of the Trust subaccounts.

Fees Paid to Charter Trust Company

Charter Trust Company is an independent financial institution that issues all subaccount disbursement checks, prepares quarterly subaccount statements and issues year-end income tax forms K-1 for each subaccount. Charter Trust Company's fees are one Percent (.01) annually based on the month-end market value of the subaccount. This fee is payable monthly, charged directly to each subaccount, and is calculated on the previous month-end market value of the subaccount.

Additional fees may apply to subaccounts containing assets other than cash.

Fees are subject to change.

Read and accepted

Sponsor