

# THE MAINE POOLED DISABILITY TRUST II

## (A TRUST FOR PERSONS WITH DISABILITIES)

### Sponsor Agreement Trust II

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

The undersigned hereby establishes a Trust Account under the Maine Pooled Disability Trust II, dated November 4, 2005, as amended, with the initial sum of \$\_\_\_\_\_. (The Trust generally requires an initial minimum sum of \$5,000.)

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: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_
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: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_
9. Address of Beneficiary: \_\_\_\_\_  
\_\_\_\_\_
- 9(a) 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 subaccount (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)? \_\_\_\_\_ Amount: \_\_\_\_\_

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 (i.e. foodstamps, Section 8 housing, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Policy Number: \_\_\_\_\_

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: \_\_\_\_\_

Address: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

**THIS SECTION MUST BE COMPLETED IN ORDER TO OPEN A SUBACCOUNT.**

If any funds remain in the designated Beneficiary's sub account, After payments made pursuant to Articles 7.1, 7.2 and 7.3 of the Master Trust Agreement of the Maine Pooled Disability Trust II, as amended, 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 Remainderman only after any sums have been paid to the State of Maine, or other states; after the trust retains its fifty percent (50%) share, and after payment of certain expenses, all of which are specified in Articles 7.1, 7.2 and 7.3 of the Master Trust Agreement of the Maine Pooled Disability Trust II, as amended.**

NAME(S)	RELATIONSHIP TO SPONSOR	CURRENT ADDRESS(ES)	SS Number
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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.

33. 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.
34. 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.
35. 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.
36. 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.

37. 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:

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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.

38. 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.

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

40. 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 II, including any amendments to the Trust made after the date of this Sponsor Agreement. The provisions of the Maine Pooled Disability Trust II are incorporated herein by reference. I have received and reviewed a copy of the Maine Pooled Disability Trust II prior to signing this Sponsor Agreement.

C. **THAT A POTENTIAL CONFLICT OF INTEREST EXISTS IN THE ADMINISTRATION OF THE MAINE DISABILITY TRUST II. 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

Accepted by the Trustees of the Maine Pooled Disability Trust II:

\_\_\_\_\_  
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 be 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**

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**Sponsor**